



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Nicholas A. Toumpas
Commissioner

Maggie Bishop
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
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NHRECOVERY
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October 21, 2009

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division for Children, Youth and Families (DCYF) to enter into an agreement with Easter Seals New Hampshire, INC. (ES), (Vendor #177204) Manchester, New Hampshire in the amount of one-hundred and eighty-eight thousand and one hundred dollars (\$188,100) to conduct Child Care Resource and Referral services for the Concord District Office catchment area from January 1, 2010 through June 30, 2011, with the option to renew for two additional two-year periods subject to Governor and Executive Council approval. 100% Federal Funds (22% Federal American Recovery and Reinvestment Act Funds).

Funding is available in the following account with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

05-95-40-403510-56890000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS: CHILDREN AND YOUTH, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

Fiscal Year	Class/Object	Class Title	Activity Code	Amount
SFY 2010	102-500731	Contracts For Program Services	40035201	\$52,379.69
SFY 2011	102-500731	Contracts For Program Services	40035201	<u>\$94,439.07</u>
Subtotal				\$146,818.76

05-95-40-403510-56890000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS: CHILDREN AND YOUTH, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

Fiscal Year	Class/Object	Class Title	Activity Code	Amount
SFY 2010	102-500731	Contracts For Program Services	40130551	\$10,320.31
SFY 2011	102-500731	Contracts For Program Services	40130551	<u>\$30,960.93</u>
Subtotal				\$41,281.24
Total				\$188,100.00

EXPLANATION

The Division for Children, Youth and Families (DCYF) is designated by the Department of Health and Human Services (DHHS) to administer Child Care and Development Funds (CCDF) as coordinated by the Child Development Bureau (CDB). In addition to supporting the scholarship child care payment system and preventive child care services, these Federal funds are required to be used to increase the availability, accessibility and quality of child care programs throughout the State. This is accomplished through numerous activities including the provision of child care resource and referral services for consumers and providers.

In addition to the activities above, \$41,281.24 in Federal American Recovery and Reinvestment Act (ARRA) funds were included in the contract to implement services to support families who will be placed on the wait list for NH's Child Care Scholarship Assistance. The use of these funds was a mandatory condition of NH accepting the \$4,736,238 in ARRA funds.

This contract is awarded as the result of a competitive bid process. On July 9, 2009 the DCYF issued a Request for Proposal (RFP) for Child Care Resource & Referral programs to serve the ten (10) District Office catchment areas in the State of New Hampshire. The RFP was published on the Department's web site.

On July 20, 2009 a bidders conference was held and nine prospective bidding agencies sent representatives to the conference. Seven agencies ultimately submitted bids, of which seven were awarded for the ten (10) District Office catchment areas. The following five individuals were selected to review the proposals submitted in response to the RFP:

- Patrick McGowan, the CDB Contract and Fiscal Specialist, has worked for NH's DHHS for four years;
- Ellen Wheatley, the Administrator of CDB, has worked in the field of Early Care and Education (ECE) for over 30 years;
- Kristin Booth, the CDB Child Care Program Improvement Specialist, has monitored the Child Care Resource and Referral (CCR&R) contracts for nearly four years;
- Roberta Royce, the Director of the Winchester Learning Center, is a NH business owner who has frequently utilized the services of her local CCR&R agency; and
- Lisa Strout, the Executive Director for the NH Associate for the Education of Young Children, has a Masters Degree in Child Development and has over 23 years in the ECE field.

The evaluation team's scoring summary is attached to this letter (Appendix A). ES was the only agency to submit a proposal for the Concord District Office catchment area and by achieving the minimum review score, was awarded the contract.

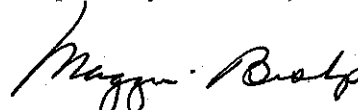
Performance under this agreement will be measured by the Performance Measures and Outcomes specified in the Agreement to include successfully providing referrals to New Hampshire Employment Program participants, and Financial Assistance to Needy Families (FANF) recipients in need of child care, recruiting new child care providers, including those that shall fill opportunities for specific kinds of care e.g. infant/toddler, bi-lingual, special needs and non-traditional hours.

Source of Funds: 100% Federal Funds.

Area Served: Concord District Office catchment area.

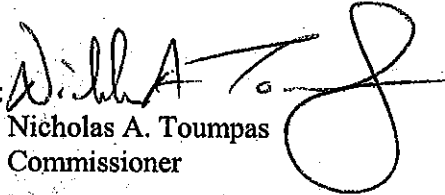
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maggie Bishop
Director

Approved By:



Nicholas A. Toumpas
Commissioner


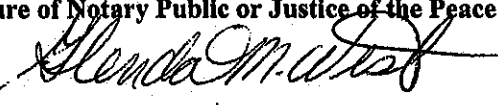
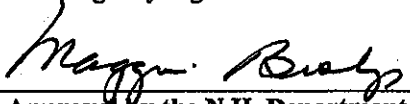

APPENDIX A									
Proposal Evaluation Summary All Catchment Areas									
Child Care Resource & Referral Programs - RFP 10-DCYF-CDB-RR-10									
		Rochester DO Catchment Area	Portsmouth/ Salem D.O. Catchment Area	Nashua D.O. Catchment Area		Manchester D.O. Catchment Area	Laconia D.O. Catchment Area		
	Bidder Name:	Rockingham Comm Action	Rockingham Comm Action	Southern NH Services	Easter Seals NH	Easter Seals NH	Lakes Region Comm Svs Council		
	Overall Review - Up to 20 points each criteria								
	Subtotal Average points Overall Review	92.0	92.8	94.4	82.6	96.4	77.8		
	Value 10% of Total	9.2	9.3	9.4	8.26	9.6	7.8		
	Experience - Up to 20 Points each criteria								
	Subtotal Average Points Experience	98.8	98.8	99.2	90	99.0	89.8		
	Value 25% of Total	24.7	24.7	24.8	22.5	24.8	22.5		
	Program Description - Up to 20 Points each criteria								
	Subtotal Average Points Program Description	89.2	90.0	93.8	85.8	84.8	70.2		
	Value 25% of Total	22.3	22.5	23.5	21.45	21.2	17.6		
	Cost and Resources - Up to 20 Points each criteria								
	Subtotal Average Points Cost and Resources	89.4	92.8	90.6	88.8	86.8	77.6		
	Value 30% of Total	26.8	27.8	27.2	26.64	26.0	23.3		
	Other - Up to 20 Points each criteria								
	Subtotal Average Points Other	95.8	95.4	99.8	91	98.6	63.2		
	Value 10% of Total	9.6	9.5	10.0	9.1	9.86	6.3		
	Grand Total	92.6	93.9	94.9	87.95	91.5	77.4		

APPENDIX A						
Proposal Evaluation Summary All Catchment Areas						
Child Care Resource & Referral Programs - RFP 10-DCYF-CDB-RR-10						
	Keene DO Catchment Area	Conway D.O. Catchment Area	Claremont D.O. Catchment Area	Concord D.O. Catchment Area	Berlin/ Littleton D.O. Catchment Area	
	Easter Seals NH	White Mnt Cmty Health Center	Claremont School District/21C	Easter Seals	CCSNH-Berlin	
Bidder Name:						
Overall Review - Up to 20 points each criteria						
	Subtotal Average points Overall Review	86.2	92.8	86.0	95.4	
	Value 10% of Total	8.6	9.3	8.6	9.5	
Experience - Up to 20 Points each criteria						
	Subtotal Average Points Experience	87.2	93.6	96.0	92.2	
	Value 25% of Total	21.8	23.4	24.0	23.1	
Program Description - Up to 20 Points each criteria						
	Subtotal Average Points Program Description	85.0	81.0	84.6	87.4	
	Value 25% of Total	21.3	20.3	21.2	21.9	
Cost and Resources - Up to 20 Points each criteria						
	Subtotal Average Points Cost and Resources	86.6	91.4	89.6	90.2	
	Value 30% of Total	26.0	27.4	26.9	27.1	
Other - Up to 20 Points each criteria						
	Subtotal Average Points Other	83.6	91.2	96.0	89.2	
	Value 10% of Total	8.4	9.1	9.6	8.9	
	Grand Total	86.0	89.5	90.2	90.4	

Subject: Child Care Resource and Referral Services**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division for Children, Youth & Families Child Development Bureau		1.2 State Agency Address 129 Pleasant St. Concord, NH 03301	
1.3 Contractor Name Easter Seals New Hampshire, INC.		1.4 Contractor Address 555 Auburn Street Manchester, NH 03103	
1.5 Contractor Phone Number 603-621-3679	1.6 Account Number 05-95-40-403510-5689-102	1.7 Completion Date June 30, 2011	1.8 Price Limitation \$188,100
1.9 Contracting Officer for State Agency Patrick McGowan		1.10 State Agency Telephone Number 603-271-4843	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elin Treanor, Senior Vice President and CFO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>10/1/09</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace GLENDA M. WEST, Notary Public My Commission Expires April 15, 2014			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maggie Bishop, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>10/30/09</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("Agency"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contractor identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A. ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third party and this Agreement shall not be construed to confer such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A
SCOPE OF SERVICES**

DATE: September 8, 2009

CONTRACT: Concord D.O. Catchment Area CC Resource & Referral Program

CONTRACT PERIOD: January 1, 2010 to June 30, 2011

CONTRACTOR NAME: Easter Seals New Hampshire, INC.

ADDRESS: 555 Auburn Street

Concord, NH 03103

TELEPHONE: 603-621-3679

REPRESENTATIVE: Elin Treanor

TITLE: Senior Vice President and CFO

1. Provisions Applicable To All Services

The Contractor hereafter agrees:

- 1.1 That, to the extent future legislative action by the NH General Court or Federal or State court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith, in which event the price limitations for such Service(s) shall be renegotiated;
- 1.2 To use its best efforts to apply for any and all appropriate public and private sources of funds that are applicable to the funding of the Services described herein. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds;
- 1.3 To complete the full scope of services in Exhibit A; and
- 1.4 To serve families and providers in the Concord District Office catchment area in need of child care resource, referral, recruitment, and/or educational training.

2. Services To Be Provided:

2.1 Perform the services of this contract in accordance with the following program goals:

- a. Ensure that high quality, culturally competent, Child Care Resource and Referral (CCR&R) services are known and accessible to the widest possible number of families, providers, businesses and community members within the catchment area, including services to limited English proficient families and providers, and in consideration of a variety of diversity issues;
- b. Serve as a resource of data and information regarding early care and education (ECE);

- c. Provide high quality referrals and consumer education to families seeking child care including but not limited to families receiving NH child care scholarship funds or who are on a wait list to do so;
- d. Increase the accessibility of child care within the catchment area through recruitment of child care providers that meet the needs of families;
- e. Positively impact the quality of child care within the catchment area by increasing the knowledge of child care providers of the Early Childhood Core Knowledge Areas through technical assistance and training opportunities; and
- f. Use technology as appropriate and feasible for purposes that may include, but not be limited to providing referrals and consumer information to families, training to child care providers, attending meetings, and information dissemination.

2.2 Outreach to the Concord District Office Catchment areas by:

- a. Maintaining an office located in the Concord DO catchment area. The building hours are from 7:30am-5:30pm, and the Child Care Resource and Referral's current published hours are Monday through Friday, 8:30am-4:30pm, with evening hours available by appointment. Face-to-face appointments are available during published business hours, and there is an office manager on site at the front desk to greet customers from 8:30am-4:30pm, Monday through Friday;
- b. Being accessible via a toll free number. Voice mail shall be available 24 hours a day that informs individuals of the office hours and allows individuals to leave a message;
- c. Maintaining e-mail capacity;
- d. Offering families the option of receiving their referrals electronically or through postal mail. Electronic requests shall utilize the National Association of Child Care Resource and Referral Agencies (NACCRRA) Suite of Data Services (SDS) to generate referrals in a PDF format;
- e. Establishing and maintaining a working relationship with the staff at the New Hampshire Employment Program (NHEP) and the Concord District Office. Child Care Specialists shall attend the NHEP Orientation twice a week for a total of two orientation presentations a week. The CCR&R Specialist shall maintain the secured space at the Concord District Office from 9:00am-12:00 every Tuesday to allow for one-on-one consumer education and child care referrals for families while at the District Office;
- f. Attending an NHEP orientation twice a week, for a total of two orientation presentations a week. Upon arrival, participants shall be informed that if they do not have a child under the age of thirteen years old, they are allowed to leave the orientation. All participants with children under age thirteen must stay and listen to the presentation provided by the CCR&R employee. After the presentation, participants shall be allowed to ask questions and to discuss individual concerns that the participants may have about the process of seeking child care;

Participant shall receive a packet of information that includes but is not limited to: information on quality indicators of child care, interviewing a child care provider and children's growth, and development. In cooperation with Concord NHEP staff, each

Contractor's Initials

[Signature]

Date

10/1/08

participant at the NHEP Orientation shall complete a brief intake form that shall be collected by CCR&R. From these forms, additional contact is made to every client.

In cooperation with the Concord District NHEP staff, CCR&R staff shall not be required to attend orientation if notified in advance that it is cancelled, or if staff is going to be out of the office for a full day statewide CCR&R Network Meetings or full day trainings. Arrangements shall be made in advance for Easter Seals absence by assuring NHEP staff have ample materials to distribute to orientation participants;

- g. Conducting on site visits to answer provider questions, identify areas of need, help providers market their services, and offer suggestions and advice for program improvements and enhancements;
- h. Establishing a Memorandum of Agreement, (MOA) with local Family Resource Center in Concord by March 30, 2010. This MOA shall expand the collaborative efforts with the Family Resource Agency by assisting clients, coordinating trainings, and providing appropriate referrals that are reciprocal. Through this MOA, Easter Seals shall offer training to the Family Resource Center staff, and have contact with the Family Resource Center at least once every three months;
- i. Maintaining a working relationship with the Child Development Bureau (CDB) and with the Program Improvement Specialist through the use of e-mail, telephone consultation, on site contract monitoring visits, regular attendance at the NH CCR&R Network Meetings, and additional face-to-face meetings when requested by the Program Improvement Specialist;
- j. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:
 - (1) The number of visits made to providers: center, licensed family, licensed exempt family child care, and potential providers;
- k. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
 - (1) The number of visits made to the DOs and NHEP offices and the nature of those visits; and
 - (2) The number of NHEP Orientations attended and the number not attended along with the reason why the Orientation was not attended or held.

2.3 Serve as a resource to the Concord District Office Catchment area by:

- a. Working with all interested parties in DHHS in providing statistics and data on issues related to Early Care and Education. This information shall be generated from NACCRRRA SDS and provided upon reasonable requests;
- b. Annually soliciting updated information from providers. The update forms shall be provided to all participants at Easter Seal's fall trainings so that providers can fill out the form at the event or return it at a later time. Periodically the update form shall be e-mailed to Easter Seals' provider distribution list, so that providers are able to return the completed form electronically. Updated information shall be requested at least once a year, including once within the first 6 months of SFY 2010 from all business and community contacts within the catchment area. Included in this update process would be:

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- (1) Active child care providers in the catchment area. Child care providers that will be updated at least yearly will include all licensed and legally operating license exempt child care programs that are part of the Concord database;
 - (2) Information on the supply and demand for child care as requested through family referrals. Updated information on families will be requested from clients who have received referrals from Easter Seals, including those that are receiving services and/or benefits from the NHEP or the District Office, and will be updated at least yearly using the same format: phone calls, e-mail and/or postal mail; and
 - (3) Business and community contacts within the catchment area. The business and community contacts will be updated using the same format as with providers, through written requests, phone calls and e-mail;

The recipients of the updated form will include all community partners Easter Seals' CCR&R corresponds with regularly. Updated forms will also be provided with follow-up surveys. Easter Seals' CCR&R, shall complete at least 80% of the standardized data fields for each of these groups as currently required by Easter Seals Quality Assurance standards;

c. Publishing and distributing a quarterly newsletter:

- (1) To all child care programs and community partners in the Concord database. The newsletter shall include, but not be limited to, information from the CDB, information regarding the services of other CDB contractors, policy issues, information and resources pertinent to NH child care providers, trainings that meet Child Care Licensing standards offered by the CCR&R, as well as other child care related trainings being offered statewide and information for family engagement;
- (2) That shall be e-mailed to all providers and community partners in the Concord database with e-mail addresses that have not requested a hard copy to be mailed through the post office. Hard copies shall be mailed to providers and community partners that request them and distributed at training events sponsored by the CCR&R office. Every newsletter shall include a statement that informs individuals without e-mail or who wish to continue receiving a hard copy of the newsletter of the necessary steps to do this;

Easter Seals shall charge a fee for any for profit entity to advertise in a hard copy of the CCR&R newsletter. All fees collected for advertisements shall be used to meet the goals of this contract. No more than one page or 10% of the entire newsletter can be devoted to for profit advertising. The frequency of for-profit advertising shall be at the sole discrepancy of the contracted agency. For profit entities can advertise free of charge in electronic versions of the CCR&R newsletter and e-mail blasts that are sent by Easter Seals. All electronic or regular correspondence regarding for profit entities shall include the following statement, "This advertisement does not necessarily represent the views of the NH DHHS, the Division for Children, Youth and Families, or the Child Development Bureau;"

- d. Easter Seals' CCR&R shall distribute information through e-mail, postal mail and through the use of the NH CCR&R's website. These training opportunities shall include both those offered by the Easter Seals, other CDB contractors and other agencies and organizations

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offering training that meet Child Care Licensing standards. Training opportunities shall be updated no less than monthly;

- e. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
 - (1) The number of providers whose information was updated and whether or not it was a full or partial update;
 - (2) Responses to the request from DHHS or inform the CDB in its quarterly report when they have responded to such a request; and
 - (3) The date the quarterly newsletter was e-mailed or mailed.

2.41 Refer families to providers by:

- a. Maintaining an accurate database of child care providers through the use of NACCRRA SDS which shall be updated no less than annually;
- b. Providing extensive consumer education to families seeking child care referrals, as described in the criteria for Best Practices by NACCRRA's Quality Assurance Program;
- c. Providing free high quality consumer education and child care referrals to families. At least three referrals per family, and no more than 10 during one referral process shall be provided. Included in these referrals shall be various options depending on what type of care the family may be seeking, but shall include; legally operating license exempt programs, family child care, center based care, faith based care and school age options. If a parent is seeking care out of the Concord catchment area, the parent will be referred to the appropriate CCR&R agency that can provide the parent the free referrals they are seeking. If a parent is seeking care that is not part of Concord's referral database, extensive consumer education would be provided, and strategies to explore alternate options would be discussed with the parent, including options such as family, friend, and/or neighbor care. Families shall be provided free referrals for child care, and not recommendations, as the choice ultimately is based on what the family feels is the best fit for them;
- d. Providing support services and consumer education to families in selecting child care including, but not limited to verbal consultation individualized to each family's needs and questions, and written materials such as a checklist for choosing quality child care, information on the different types of child care available, early childhood issues, child care funding assistance, an overview of licensing regulations and contact information, and information on the Family Resource Center (FRC);
- e. Working with the staff of the District Office, the NHEP team, the NHWORKS office staff and the Program Improvement Specialist employed by the CDB. One CCR&R employee shall attend the NHEP Orientation twice a week, and present a brief introduction to participants of CCR&R services, how to search for child care and explains the relevance of the paperwork distributed. Easter Seals' CCR&R shall have all services available for families, and collaboration with the NHEP, District Office through collaboration with the Program Improvement Specialist;
- f. Assisting NHEP clients:

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- (1) With their seal for child care with the intent of helping ... family secure child care as soon as possible, and/or within the thirty day limit to meet their NHEP mandates. This shall be accomplished by making initial contact either at the District Office, in person, through e-mail or telephone contacts. Substantial follow-up services will be provided to ensure the client has successfully secured child care;
 - (2) By collaborating with the staff at the NH WORKS office in Concord to maintain a weekly presence on site; and
 - (3) Through high quality, face-to-face counseling. This shall be conducted on a one-on-one basis, and counseling and support shall be provided for the NHEP participants who are conducting searches for child care in order to be successful with the NHEP program.
- g. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:
- (1) The total number of families receiving referrals;
 - (2) The number of families receiving referrals with CCR&R assistance; and
 - (3) The number of Financial Assistance to Needy Families (FANF) clients assisted by the CCR&R;
- h. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
- (1) The number of families receiving referrals via the web;
 - (2) The number of new families served;
 - (3) The number of previous families seeking new information that were served; and
 - (4) The number of families served through the DO; and
- i. Easter Seals shall follow all current Division of Family Assistance and DHHS confidentiality policies.

2.42 Conducting wait list activities that assist families who are eligible to receive NH child care scholarship funds, but who are on or released from a wait list to secure child care services as soon as possible utilizing the following process:

- a. Access NH Electronic Application System (NH EASY) daily to identify any new families who have been put on the wait list. Easter Seals' CCR&R employees shall access NH EASY at least daily to identify any new families who have been put on the wait list. When a family name is available through NH EASY, the CCR&R employee will enter the new family into the NACCRRRA database and document that contact was made either by phone or by mail. This information shall be maintained on an Action Log. New logs shall be created with input from the Program Improvement Specialist and checked daily to institute a "fail-safe" system;
- b. Contact families by phone, or mail if no phone number is available. Easter Seals' CCR&R staff shall contact any family names that are either on the wait list or released from the

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wait list, to engage in the process of searching for child care. This will be completed by telephone contact, e-mail if applicable and/or postal mail. If no working telephone is available the client's ECS may be contacted to inquire about a current working phone number;

- c. Upon contact, determine a family's child care needs while they are on the wait list by following the steps below:

- (1) Determine if the family has already identified a provider they want to use while on the wait list. Upon contacting the family, the CCR&R Specialist shall inquire about the family's choice of provider while on the wait list. This may include a plan for a family, friend, or neighbor to provide care while the family is on the wait list and we will inform them that we can assist with the transition to the provider they choose and assist with getting the provider registered with the DHHS to ensure that the family can continue with this provider when they are removed from the wait list;
- (2) If the family does not have a provider, assist them with referrals, other ideas of where to locate a provider, and consumer education to find a provider as soon as possible. If the family has not chosen a provider or has no immediate options, Easter Seals shall begin exploring the family's needs, (they may require non traditional hours, have a special needs child or more than one child,) particular situations of NHEP activity, and transportation availability. The Child Care Specialist shall also provide high quality consumer education, especially in regards to choosing care that will be reliable, safe and affordable until they are taken off the wait list. The Child Care Specialist shall brainstorm ideas with the family, investigate potential family, friends and/or neighbors that may be available to provide short term care, and ultimately provide referrals to providers that have committed to working with families who are on the wait list through Easter Seals License Exempt Program, the License Exempt Team, (LET). The CCR&R staff shall also work on recruiting new child care programs to be a part of the LET to assist with child care for families on the wait list. Being sensitive to the families' needs of immediate care, with limited financial resources, these LET members will be critical in the future success of these families' abilities to fulfill their obligations to the NHEP activity they are in participation with. The LET will be provided with ongoing support and training, including first aid and CPR certification, enrollment with the CDB's scholarship program, and recognition through CCR&R newsletters and at Easter Seals' CCR&R events as a LET;
- (3) Once a provider has been identified, determine if this is the provider they want to use when they come off the wait list. The Child Care Specialist shall discuss at length the importance of continuity of care for children in child care programs. The Child Care Specialist shall establish with the family if this provider will be the same program they would like to continue using once they come off the wait list, considering that the provider and family make a good fit for each other;
- (4) If yes to (3) above, assist the provider with the CDB's enrollment process if they are not enrolled. The Child Care Specialist shall work cohesively with any identified provider that the family has chosen to use while on the wait list and would like to continue to use when the family comes off the wait list. If this provider is not enrolled with the DHHS, the Child Care Specialist will assist in the completion of the registration process with the provider. This will include having the provider fill out the necessary enrollment forms for the DHHS, complete the background check forms which can be notarized by the District Office staff, or local banks, and ensure prompt delivery to the DHHS for rapid process.

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- (5) If the family is uncertain or wishes to use a different provider once released from the wait list, assist the family with finding a provider that they wish to use after they are released. During the time the family is using a provider while on the wait list, the Child Care Specialist shall maintain contact with the family to determine satisfaction with the care provided. If the family decides they would like to choose a different provider when they come off the wait list, the Child Care Specialist shall provide assistance in choosing a new provider. In this case, the Child Care Specialist shall provide more consumer education, and high quality counseling with at least three referrals to support the family in the process;
- (6) After a month, contact the family to determine if their current provider is the one they want to continue to use once they are released from the wait list. During the time the family is using a provider while on the wait list, Easter Seals will maintain contact with the family to determine satisfaction with the care provided. This contact will be made during the first two weeks after the care has begun, and again at the end of the first month, and then every ninety days while the parent stays on the wait list. Easter Seals shall hire an Assistant Child Care Specialist to assist with the additional labor that will be required while assisting families and providers involved in the wait list process. The scope of the Assistant Child Care Specialist's duties shall be to assist the Child Care Specialist and Manager with photocopying, creating documents, contacting programs for update information, newsletter development and other office tasks that will be performed on a regular basis;
- (7) If yes to (6) above, assist the providers with the enrollment process with the CDB. The Child Care Specialist shall work cohesively with any identified provider that the family has chosen to use while on the wait list and would like to continue to use when the family comes off the wait list. If this provider is not enrolled with DHHS, the Child Care Specialist will assist in the completion of the registration process with the provider. This shall include having the provider fill out the necessary enrollment forms for the DHHS, complete the background check forms and ensure prompt delivery to the DHHS for rapid process; and
- (8) If no to (6) above, provide the family with referrals and consumer education to child care programs. During the time the family is using a provider while on the wait list, the Child Care Specialist shall maintain contact with the family to determine satisfaction with the care provided. If the family decides they would like to choose a different provider when they come off the wait list, the Child Care Specialist shall provide at least three referrals to child care programs. If this is the case, the CCR&R employee shall provide additional, enhanced referrals through consumer education, high quality counseling and providing the resources the family will need to choose the care that fits their needs. The enhanced referral process can include calling child care programs that have agreed to support families on the wait list to inquire about openings, and in addition, provide the family with a list of referrals to programs that are working with our office to provide reduced fee care while families are on the wait list;
- d. Accessing NH EASY daily to identify families who have been released from the wait list and help those families secure and maintain child care scholarships by:
- (1) Assisting with completion and submission of Form 2530 within 15 days. The CCR&R staff shall work diligently with families who have been released from the wait list to assist with the processing of the Form 2530 within fifteen days. This process shall start

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with the CCR&R staff logging into the NH EASY, determining that a family is coming off the wait list, and following procedures described in (c) above to contact the family and setting up immediate appointments, at a location that is convenient for the family, to help them fill out the form. The CCR&R staff shall also work with the provider the family is interested in using for child care to make certain the provider will sign the 2530 form for the family with no delays;

- (2) Informing them that if they do not return Form 2530 within 30 days, their child care scholarship will be closed, they will have to reapply, and they will be placed at the bottom of the wait list again. The CCR&R staff working with the family shall ensure that the family understands they will lose their child care scholarship eligibility if the Form 2530 is not completed and returned to the DHHS within 30 days. The CCR&R employee shall provide assistance as described above to the parent completing the 2530 form, and will provide written materials that clearly state that the family will be put back on the bottom of the wait list if the Form 2530 is not completed within the 30 day timeline;
 - (3) Assisting families to enroll with a provider. The CCR&R staff shall support families in choosing a provider and will facilitate the process of getting the family enrolled with that provider. This process shall include ensuring the paperwork is completed with necessary information and signatures; and
 - (4) Informing families that if the provider is not paid for services within 90 days, their child care scholarship will be closed, they will have to reapply, and they will be placed at the bottom of the wait list again. The CCR&R staff shall create a flier for all their referral packets that will clearly inform families that if providers are not paid for services within 90 days, the child care scholarship will end; parents will have to reapply for scholarship monies and will be put on the bottom of the wait list. This flier shall also detail the process to complete the Form 2530, the timeline in completing the form, and the consequences of neglecting to submit the form within 30 days. This flier shall also direct parents to the DHHS website to view the live webinar posted on the site, along with all of this information being explained verbally, via e-mail, or postal mail; and
- e. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
- (1) The number of families identified as being put on the wait list;
 - (2) The number of families on the wait list receiving referrals;
 - (3) The number of families released from the wait list receiving referrals;
 - (4) The number of providers assisted with the enrollment process; and
 - (5) The number of contacts with a family from the time they go on the wait list until they are released from the wait list and are enrolled with a provider.

2.43 Following up with clients. Easter Seals' CCR&R staff shall follow-up with surveys that are conducted by telephone during after hours when parents are traditionally at home and will answer the questions posed. In the event that a parent indicates they are still in the process of searching for care, the Child Care Specialist shall call them to further assist them with their search, and document on the client's action log in the NACCRRA SDS that they are considered now a "previous client needing new information." The current follow-up form shall

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be adapted to probe c. The families' satisfaction of care and how all the care is meeting their needs, with an emphasis on FANF families or those on the waiting list:

a. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:

- (1) The percent of families successfully surveyed;
- (2) The percent of families surveyed who were successful in finding care;
- (3) The percent of FANF families who were surveyed who were successful in finding care and did not identify inability to find child care as a barrier to work activity participation;
- (4) The percent of families on the wait list who were surveyed and were successful in finding care they can afford until they are released from the wait list; and
- (5) The percent of families who had all of their child care needs met by the care they chose;

b. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:

- (1) The total number of clients assisted by the CCR&R;
- (2) The number of FANF clients assisted by the CCR&R;
- (3) The number of follow-up attempts made;
- (4) The number of follow-up surveys completed;
- (5) The number of families satisfied with the care they found;
- (6) The number of families that chose not to use care;
- (7) The number of families whose search was still in process;
- (8) The number of families who were unable to locate care;
- (9) Any child care needs of the family that were not met by their child care choice or options;
- (10) Any unmet child care needs of families on the wait list;
- (11) The number of families who chose care from the referral list(s) they received from the CCR&R;
- (12) The number of families who found the referrals they received helpful;
- (13) The number of families who found the consumer education they received over the phone helpful;
- (14) The number of families who found the written or posted consumer education they received or accessed helpful;

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- (15) The number of families who report they were able to identify indicators of quality in child care programs; and
- (16) The number of families who report that the CCR&R services were culturally competent; and
- c. Easter Seals' CCR&R employees shall review clients' feedback and develop and implement a plan to improve services. This plan shall encompass one area of client dissatisfaction, including dissatisfaction with anything to do with CCR&R services, ability to find suitable care, the consumer education materials they received or any other unmet need that indicated needing improvement as a result of follow-up surveys. This improvement plan shall be developed and implemented to address these areas of dissatisfaction, based on direct feedback from client's follow-up surveys. The improvement plan will be developed based on direct client feedback from follow-up surveys, beginning in February, 2010. The follow-up surveys will be revised to address the data reporting required regarding family satisfaction.

2.5 Recruit child care providers by:

- a. Recruit providers to fill the unmet child care needs in the catchment area including, but not limited to, infant care, special needs care, and child care during non-traditional hours; as well as other specific types needed in the catchment area as indicated by the CCR&R's follow-up data. Providers should be responsive to a variety of diversity issues within the catchment area to be served;
- b. Sponsoring 2 Provider Recruitment Fairs during each year of the contract period, 1 during the final 6 months of SFY 2010. These recruitment fairs shall be advertised, and will be available for any community members who are considering operating a child care. The Recruitment Fair invitations shall be forwarded to community resource agencies who are instrumental in the success of the child care business, including the Board of Health, Fire Department, Child Care Licensing Unit, the Child and Adult Care Food Program, Organization of Day Care Providers, CDB, Granite State College, the Community College System on NH, Bureau of Maternal Health, Preschool Technical Assistance Network, NH Healthy Kids, and other support agencies. The intent shall be to familiarize potential providers with the direct agencies that may be part of the process of opening their business and to allow time for questions and answers regarding each agencies' role in the success of opening and operating a child care business. The Recruitment Fair will last for 2 ½ hours with the first hour focusing on recruitment and the second 1 ½ hours will a workshop presentation on the training: From Baby-sitter to Business Owner open to all participants. One emphasis of the Recruitment Fairs shall be to enlist providers into the LET program, specifically to address the child care needs of families on the wait list;
- c. Contacting providers who have recently registered with the CDB. CCR&R shall contact these providers by sending a letter introducing CCR&R free referral services and training opportunities. The letter shall also make individuals aware of their local CCR&R office, a current newsletter, and an invitation for the provider to become a part of CCR&R free referral program. The CCR&R employees shall also contact any other legally license exempt providers who are identified to us through the CDB;
- d. Creating a strong awareness of the options of becoming a certified program to provide Preventive and Protective care to all licensed providers in Concord's database. This shall be done by including the information in CCR&R newsletters, e-mailing the information to

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all licensed providers that are on CCR&R distribution list, and creating a flier that shall be distributed at all events sponsored by Easter Seals' CCR&R

- e. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:
 - (1) The number of new providers added to the database, including licensed and license exempt providers;
 - (2) The number of new child care opportunities created by new and existing providers;
 - (3) The number of providers who are recruited or expand their programs to meet the unmet needs of infant/toddler care, special needs care and non-traditional hours care;
 - (4) The number of providers who are recruited or expand their programs to meet an unmet need as identified by the CCR&R;
 - (5) The number of providers specifically recruited to meet the needs of families on the wait list;
- f. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
 - (1) The number of child care providers who closed permanently;
 - (2) The number of child care opportunities lost by provider closings; and
 - (3) The number of net child care opportunities gained or lost.

2.61 Assure quality training options are available by:

- a. Providing trainings and workshops that are offered free of charge with the exception of first aid and CPR, or when offered in a conference or Day of Training format, in which the minimal charge is to cover the costs of food. Attendees of the free day of training shall have the ability to bring their own food, and not pay for the cost of training. Workshop locations shall be selected based on convenience of location, ample parking, and available seating for at least 30 adults, and handicapped access;
- b. Assuring that all workshop advertisements indicate which Core Knowledge Area the materials will address, and the Core Knowledge Area is clearly defined on all workshop certificates issued at the conclusion of the training, as well as an announcement at the beginning of each workshop to ensure participants are aware of what Core Knowledge Area(s) the workshop materials will cover;
- c. Having the discretion to offer a light breakfast or lunch for trainings that extend more than 4 hours. For trainings that extend 6 hours or more the contractor may offer both a light breakfast and lunch. A small fee to cover the cost of the meal(s) is appropriate as long as providers have the choice to not pay the fee and bring their own food;
- d. Utilizing a variety of qualified presenters that are hired for the training workshops to avoid presenting a singular perspective or showing preference to a particular presenter;

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- e. Only paying for a presenter of a workshop if the presenter is not an employee of the Concord CCR&R's catchment area;
- f. Only paying for a presenter as part of Easter Seals workshop trainings if the presenter is not an employee of the catchment area where the workshop is being offered. If the presenter is a CCR&R employee from the Concord catchment area, prior written approval from the CDB will be obtained in advance of offering the workshop or paying the CCR&R employee;
- g. Working with the NH CCR&R to evaluate the Child Care Basics workshops on a yearly basis. The goal shall be to create a consistent approach to the workshop presentations in terms of materials, content and Core Knowledge Areas assigned to each title;
- h. Providing a professionally, revised version of the Child Care Basics workshop that is assigned to their office for revisions. This shall include the use of current trends and research on the topic, an integration of the Early Learning Guidelines, and simple strategies for daily application of theory to practice for participants. The appropriate Core Knowledge Area (s) will be clearly identified with the workshop title;
- i. Adhering to the Training Plan described in Attachment B;
- j. Working with the Child Care Water Safety contractor to assist with the implementation of the workshop offering in the appropriate catchment area. CCR&R shall assist with locating appropriate space, advertising the upcoming Water Safety workshop schedule, and shall be present at the workshop in the catchment area to support the contractor with signing in participants;
- k. Advertising upcoming college courses, including information on how to access tuition assistance that might be available for these courses, in CCR&R's newsletters and via e-mail, as the information becomes available. Included in this would be the Community College System of NH, Granite State College, and other appropriate college information that is provided to Easter Seals;
- l. Collaborating with other Contractors and the CDB to maximize the use of training funds, including co-sponsoring training events and providing funds to child care providers to attend a relevant collaborative training;
- m. Working with other contractors and the CDB to meet the needs of providers in the catchment area. These needs shall be determined through the use of a training needs survey that would be distributed at every workshop and Director's Group to seek input on topics of interest from participants;
- n. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:
 - (1) The number of Child Care Basics trainings offered;
 - (2) The number of attendees at Child Care Basics trainings;
 - (3) The number of other trainings offered; and
 - (4) The number of attendees at other trainings offered by the CCR&R;

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- o. On Attachment C or a similar form provided by CDB, report on the following other data on a quarterly basis:

- (1) The number of collaborative trainings;
- (2) A list of the specific workshops offered including: the date, location (town), the presenter, their credential, and the number of attendees; and
- (3) The dates that each of the required trainings are offered.

2.62 Provide technical assistance by:

- a. Answering questions and resolving issues related to child care including dealing with challenging behaviors, terminating a parent or child, dealing with staffing issues, licensing questions, environment and/or space issues, parent payment questions, the redesigned scholarship system training needs, credential assistance, accreditation and License Plus assistance, and general questions on starting a program. The staff at Easter Seals' CCR&R shall provide this technical assistance and follow-up with written resources, research, and, if applicable, referrals to other agencies that may be of assistance. Technical assistance shall be provided in various formats including telephone calls, but also in person on site visits and/or during face-to-face initial contact;
- b. Assisting child care providers in the development of their Emergency Preparedness plan, as well as provide suggestions for staff training and practice opportunities such as emergency drills. The workshop *Emergency Preparedness* shall be offered regularly, in addition CCR&R shall provide child care programs and providers support and resources they will need to develop an individualized Emergency Plan that is program specific, including incorporating emergency drills and logs as part of their program practice;
- c. Assisting new and currently operating license exempt providers in the licensing process in order to increase the number of child care opportunities available. The Contractor shall work with the appropriate Child Care Licensing Coordinator for the catchment area in assisting providers with licensing;
- d. Being active with helping programs and providers apply for and become known as a "Licensed-Plus" program, or any other Quality Rating System that may be developed;
- e. Assisting existing providers achieve accreditation through the National Association for the Education of Young Children (NAEYC) and the National Association for Family Child Care (NAFCC); and
- f. Actively supporting the NH Professional Development System, and providing assistance continuously to providers seeking their Early Childhood Professional Credential. This shall be done by visiting centers at nap time and offering one-on-one consultation with individual staff members on the level of credential they may be qualified for, going to a provider's home and giving assistance in the evening, hosting a workshop or having the Credential Specialist at a recruitment fair and/or at Easter Seals annual Day of Training to answer questions of providers;
- g. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:

- (1) The number of providers assisted in the licensing process;

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- (2) The number of new credentials awarded;
- (3) The number of credentials renewed or awarded at a higher level;
- h. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
 - (1) The number of times TA is provided in person;
 - (2) The number of times TA is provided by phone;
 - (3) The number of providers who became licensed;
 - (4) The number of times TA is provided for Licensed Plus; and
 - (5) The number of times TA is provided for accreditation;

2.63 Evaluate the performance of Easter Seals' CCR&R services by:

- a. Requiring each participant at a sponsored training to complete an evaluation on the following elements of the workshop: convenience of location, if his/her knowledge of the subject matter has increased as a result of the workshop if, as a result of the workshop, he/she are they more aware of key points of the learning objectives, if he/she has a better understanding of the subject matter presented, and if the workshop met his/her expectations. Easter Seals shall also ask for feedback regarding the presenter's knowledge and organizational skills in presenting, and allow for open ended answers how the workshop can be improved, the overall content of the workshop, what the learner may do differently as a result of the workshop and how he/she learned about the workshop. Easter Seals shall adapt this tool to better evaluate the progress towards meeting the performance measures in this contract;
- b. Implementing the practice that using evaluations is for the development of further trainings, and feedback provided is always taken into consideration. For example, if a large percentage of participants were uncomfortable in the location due to either the chairs or size of the room, modifications would be made to seek out alternative locations. If the presenter were consistently evaluated as "not interesting to listen to, boring, or too disorganized," this also would be taken into consideration when planning for future workshops. Participants shall also be asked for suggestions on future training topics, which are helpful in planning future workshop titles; and
- c. Annually sending out a program update form. Easter Seals shall modify the questions of this form to solicit responses from providers to drive the effectiveness of CCR&R future service delivery. These questions shall be in regards to: how well Easter Seals' CCR&R services are meeting their needs, including Easter Seals' training program, Easter Seals' cultural competency within the CCR&R services; the overall effectiveness of the referrals provided to their program; and in regards to program information, how convenient is it for providers to update their program information, and is the information being shared with parents about their program accurate. The information collected shall be analyzed by the CCR&R staff and used to plan for improvement in CCR&R services.

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2.7 Utilize technology and build technological capacity by:

- a. Maintaining NACCRRA membership;
- b. Using the internet to connect to the NACCRRA SDS to access Concord's database which includes providers, community members and clients, for the purposes of providing referrals and keeping updated information. Easter Seals shall have a portion of the web server to host CCR&R's NACCRRA SDS program and data, and would understand that the Program Improvement Specialist and/or the Administrator of the CDB or any other Bureau staff will have access to the database at anytime, and that the Program Improvement Specialist will serve as the Administrator of the NACCRRA SDS. Easter Seals' CCR&R would also understand that if requested, read only or search and referral access to other catchment area's databases can be granted at the discretion of the Division for Children, Youth and Families (DCYF). Easter Seals' CCR&R shall continue to use NACCRRA SDS for Concord's database and information storage;
- c. Developing clear and concise policies regarding the permission to use the CCR&R database, information and other written materials that were developed by the Resource and Referral staff and governing agency, and will include strict prohibitions as with normal standard procedures regarding disclosure of information that is individualized about families and children. Easter Seals' CCR&R has a confidentiality policy in effect that disallows sharing of any confidential information without a written release by a client and does not share information the CCR&R Network's website www.nhccrr.org unless written consent is obtained by the provider. Easter Seals shall modify current policy to comply with the terms of this contract, and will not be put into effect until it has been approved by the NH DHHS;
- d. Currently maintaining an extensive e-mail distribution list that includes child care programs that are both licensed and operate as legally license exempt program and community partners. The distribution list shall be used to share any relevant information that providers would have an interest in knowing about, including upcoming trainings, webinars, licensing updates, new research in Early Care and Education, funding opportunities, health related information, etc. Any person can become part of the e-mail distribution list by requesting that their e-mail address be added to the list either verbally, by e-mail or in writing. All sign in sheets for workshops include a space to add their e-mail address which specifies that they would like to become part of our distribution list for future e-mail correspondence. All written or verbal requests to have an e-mail address removed from the distribution list will be honored.
- e. Agreeing to be trained on the NH EASY program and work cooperatively with the CDB on accessibility to the NH EASY; and
- f. In conjunction with the NH Child Care Network to plan to allow for the expenditures of \$100 towards the maintenance and development of the NH CCR&R Network's website www.nhccrr.org.

3. Meet the following staffing qualifications:

- a. Provide knowledgeable staff, who are credentialed (or have the credential waived) at the following levels according to the NH Early Childhood Professional Development System to perform the corresponding duties in the table below:

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Duties	Credential Level
Take Calls & Meet With Families	Master Teacher Level 1
Hired to Provide Training	Trainer, Faculty, or Allied Master Professional
Consultant Staff	Program Consultant Master Professional to Provide Technical Assistance

- b. In those DO catchments areas where there are large numbers of non-English speaking persons, or persons of Limited English Proficiency (LEP), have a bilingual staff person or other translator/interpreter to be utilized when providing services or information to providers. Staff shall not rely on family members or friends of LEP persons to serve as interpreters unless the LEP person expressly requests such an arrangement. Children shall not be asked to translate or interpret. If no bilingual worker or in-house interpreter is available, the CCR&R shall make arrangements to obtain an outside interpreter. An LEP person shall not be required to pay for the services of an interpreter. If appropriate for the catchment area, written materials and training shall also be made available in languages other than English;
- c. Designate a staff person to liaison with the CDB to:
 - (1) Attend monthly meetings with the CDB;
 - (2) Coordinate activities, working with the Child Care Program Improvement Specialist, the Child Care Training Specialist, and the Credential Specialist;
 - (3) Maintain the NACCRRA SDS;
 - (4) Obtain input and feedback from child care providers when policy, Child Care Scholarship Program, and quality enhancement initiatives are being revised;
 - (5) Evaluate CCR&R services; Easter Seals' CCR&R's Child Care Manager will work with the CDB to continuously evaluate the resource and referral services provided to families and child care programs.
- d. Require current criminal background checks and central registry screenings of its staff. The results of such background checks and screenings shall be shared with the Department and the Department reserves the right to reject the Contractor's staff as a result of such background checks; and
- e. Set aside professional development funds to allow staff to attend at least one national conference or symposium per contract cycle to further their expertise in providing CCR&R services.

4. Performance Measures:

- a. Easter Seals shall meet the goals of the performance measures in this contract as documented in Attachment A. The Department of Health and Human Services reserves the right to amend Attachment A after consultation with Easter Seals.

5. Provide records and reports including

- a. Quarterly and annual reports with outcome statistics for each of the performance measures and other data reports indicated on Attachment A;

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- b. Such reports described in (a) above shall be completed on Attachment C or a similar form provided by the CDB and e-mailed to the Child Care Program Improvement Specialist of the CDB, DCYF by the 15th of the month following the end of each quarter and the end of each contract year. Each report described in (a) above shall also include the cover sheet Attachment D, or a similar form provided by the CDB;
- c. All reports listed in Attachment E. The Department shall reserve the right to make adjustments to attachment E, after consultation with NH CCR&R Network;
- d. The *Detailed Work-Plan* described in Attachment E of this contract. Attachment B of this contract shall be the *Preliminary Work-Plan* described in Attachment E. The *Detailed Work-Plan* described in Attachment E shall become Attachment B of this contract, after ES submits this document and it is approved by the CDB;
- e. A summary of the performance measures outcome statistics for the contract period shall be forwarded along with the final billing and shall be postmarked within 60 days of the conclusion of the contract period;
- f. Maintaining detailed supporting documentation to support these reports which shall be available for DCYF review upon request;
- g. Meeting with the Child Care Program Improvement Specialist for discussion and approvals; and
- h. Providing information on an NHEP client's child care search in a Department appropriate format at the request of the NHEP ECS. The NHEP staff and ES shall ask NHEP clients to sign the "Release of Confidentiality" form at the NHEP orientation to make the exchange possible.

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Exhibit A Attachment A: Concord Performance Measures

NO.	Contract Section	Performance Measure	Goal 1/1/10-6/30/10	Goal SFY 2011
1	2.2.k.(1)	The number of visits made to providers: center, licensed family, Licensed Exempt, and potential providers	28	56
2	2.4.1.g.(1)	The total number of families receiving referrals.	220	460
3	2.4.1.g.(2)	The number of families receiving referrals with CCR&R assistance.	120	260
4	2.4.1.g.(3)	The number of FANF clients assisted by the CCR&R.	50	100
5	2.4.3.a.(1)	The percent of families successfully surveyed.	30%	30%
6	2.4.3.a.(2)	The percent of families surveyed who were successful in finding care.	80%	80%
7	2.4.3.a.(3)	The percent of FANF families who were surveyed who were successful in finding care and did not identify inability to find child care as a barrier to work activity participation.	80%	80%
8	2.4.3.a.(4)	The percent of families on the wait list who were surveyed and were successful in finding care they can afford until they are released from the wait list.	50%	50%
9	2.4.3.a.(5)	The percent of families who had all of their child care needs met by the care they chose.	60%	60%
10	2.5.1.e.(1)	The number of new providers added to the database, including licensed and license exempt providers.	5	10
11	2.5.1.e.(2)	The number of new child care opportunities created by new and existing providers.	21	36
12	2.5.1.e.(3)	The number of providers who are recruited or expand their programs to meet the unmet needs of infant/toddler care, special needs care and non-traditional hours care.	4	8
13	2.5.1.e.(4)	The number of providers who are recruited or expand their programs to meet an unmet need as identified by the CCR&R.	5	10
14	2.5.1.e.(5)	The number of providers specifically recruited to meet the needs of families on the wait list.	3	6
15	2.6.1.n.(1)	The number of Child Care Basics trainings offered.	11	18
16	2.6.1.n.(2)	The number of attendees at Child Care Basics trainings.	190	210
17	2.6.1.n.(3)	The number of other trainings offered.	13	15
18	2.6.1.n.(4)	The number of attendees at other trainings offered by the CCR&R.	130	200
19	2.6.2.c.(1)	The number of providers assisted in the licensing process.	3	6
20	2.6.2.c.(2)	The number of new credentials awarded.	10	20
21	2.6.2.c.(3)	The number of credentials renewed or awarded at a higher level.	6	12

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Exhibit A Attachment B

Concord, NH
SFU 2010-2011 Training/Work Plan
Easter Seals Child Care Resource and Referral

TIMELINE TO WORK ON TASK	PROJECT/TASK	PERSON RESPONSIBLE FOR TASK	PROJECT COMPLETION DATE
January 1, 2010	Develop a detailed work plan	Marcy Rothenberg	February 1, 2010
January 1, 2010	Develop a Technology Policy	Marcy Rothenberg	February 1, 2010
January 1, 2010	Develop an Outreach Plan	Marcy Rothenberg , (with CCR&R team)	March 31, 2010
Ongoing as needed	Maintain publicity updates	Marcy Rothenberg	Ongoing as needed
Monthly	Sign in Sheets from CCR&R Meetings	CCR&R Network President	Monthly
Quarterly	Develop an Improvement Plan based on feedback from Follow Up Surveys	Marcy Rothenberg	Quarterly-submitted with quarterly reports
April 1, 2010	Develop a Quality Plan-utilizing the NACCRRA Quality Assurance Scoring Sheet for a self assessment and needs assessment.	Marcy Rothenberg	September 30, 2010
March 30, 2010	Survey distributed with Newsletter for Service Delivery Maintenance and Improvement Plan	Marcy Rothenberg	Survey distributed March 30, 2010
April 1-28, 2010	Develop plan for Service Delivery Maintenance based on Survey Results, compile data for CDB.	Marcy Rothenberg	April 30, 2010

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Concord, NH
SFU 2010-2011 Training/Work Plan
Easter Seals Child Care Resource and Referral

		System			
April 2010	Director's Group	Marcy Rothenberg	Concord		5
April 2010	Managing the Money	Sue Koerber, TMF 3	Penacook	12	15
April 2010	CDB Celebration		Concord		N/S
April 2010	Week of the Young Child Event		TBD		
April 2010	Strengthening Families Annual Training		Concord	2,8,10	25
May 2010	Communicating with Parents About Difficult Issues	Marcy Rothenberg, TMF 2	Bow	1,5,7,9	20
May 2010	Water Safety	Scott Noyes, TMF 2	Brown Building, Concord	4	50
May 2010	Director's Group	Marcy Rothenberg, TMF 2	Pembroke	11	6
May 2010	Dynamic Curriculum	Jessica Emmond, TMF 2	Easter Seals, Concord	1,3,6	15
June 2010	How to Provide the Quality Care Families Look For	Lisa Dorval, TMF 2	New London	3,5,10	15
June 2010	Water Safety	Scott Noyes, TMF 2	Brown Building, Concord	4	50
June 2010	CPR/FIRST AID	KO Bisson	Easter Seals, Bow	4	12
June 2010	Family Child Care Networking	Marcy Rothenberg, TMF 2	Easter, Bow	11	5
June 2010	Stitch, Cut, Sew, What?	Patricia Candiate, TMF 2	Pittsfield	5,4,9	20
June 2010	Director's Group	Marcy Rothenberg, TMF 2	Henniker	11, 12	6

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Concord, NH
SFU 2010-2011 Training/Work Plan
Easter Seals Child Care Resource and Referral

DATE	ACTIVITY	PRESENTER	LOCATION	Core Knowledge Areas	Projected Number of participants
January 2010	Parent - Provider Relationships	Marcy Rothenberg, TMF 2	Concord	1,8,10	15
Jan 2010	NH EC Credentialing Process and Application	Nancy Pynchon, TMF 3	Hooksett	11	15
Jan 2010	Strengthening Families Building a Healthy Brain	Sue Foley, TMF 3	Pembroke	1,2,3,10	15
Jan 2010	Director's Group	Marcy Rothenberg, TMF 2	Franklin	11	6
February 2010	Caring for Infants and Toddlers	Tracie Davies, TMF 3	Bow	1,2,3,6	15
Feb 2010	Director's Group	Marcy Rothenberg, TMF 2	Hooksett	11	6
Feb 2010	CPR/FIRST AID	KO Bisson	Easter Seals, Bow	4	12
Feb 2010	Time's Up for Time Out	Bobbie Gaudette, TMF 2	Henniker	2,5,7	15
Feb 2010	Family Child Care Networking	Marcy Rothenberg, TMF 2	Easter Seals, Bow	11	5
March 2010	NH Early Learning Guidelines	Lisa Strout, TMF 3	Pittsfield	2,3,10	20
March 2010	Anti-bias Curriculum	Tracy Pond, TMF 3	YMCA, Concord	1,3,8	15
March 2010	Director's Group	Marcy Rothenberg	Penacook	11	6
March 2010	Recognizing and Reporting Child Abuse	Sherri Levesque, DCYF	Concord	4,5	15
March 2010	The Child Care Billing and Payment Workshop	Brenda Hathaway, CDB Improper Child Care Billing Program Specialist	Hooksett Public Library, Hooksett	11,12	10
April 2010	Conflict Resolution	Amy Upton, TMF 3	Concord	6,7	20
April 2010	Family Child Care Networking	Marcy Rothenberg, TMF 2	Easter Seals, Bow	11	5
April 2010	Emergency Preparedness	Greg Champlin, Natural Hazard Specialist with NH Emergency Management	Epsom	4,12	25

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Concord, NH
SFU 2010-2011 Training/Work Plan
Easter Seals Child Care Resource and Referral

DATE	ACTIVITY	PRESENTER	LOCATION	Core Knowledge Areas	Projected Number of participants
January 2010	Parent - Provider Relationships	Marcy Rothenberg, TMF 2	Concord	1,8,10	15
Jan 2010	NH EC Credentialing Process and Application	Nancy Pynchon, TMF 3	Hooksett	11	15
Jan 2010	Strengthening Families Building a Healthy Brain	Sue Foley, TMF 3	Pembroke	1,2,3,10	15
Jan 2010	Director's Group	Marcy Rothenberg, TMF 2	Franklin	11	6
February 2010	Caring for Infants and Toddlers	Tracie Davies, TMF 3	Bow	1,2,3,6	15
Feb 2010	Director's Group	Marcy Rothenberg, TMF 2	Hooksett	11	6
Feb 2010	CPR/FIRST AID	KO Bisson	Easter Seals, Bow	4	12
Feb 2010	Time's Up for Time Out	Bobbie Gaudette, TMF 2	Henniker	2,5,7	15
Feb 2010	Family Child Care Networking	Marcy Rothenberg, TMF 2	Easter Seals, Bow	11	5
March 2010	NH Early Learning Guidelines	Lisa Strout, TMF 3	Pittsfield	2,3,10	20
March 2010	Anti-bias Curriculum	Tracy Pond, TMF 3	YMCA, Concord	1,3,8	15
March 2010	Director's Group	Marcy Rothenberg	Penacook	11	6
March 2010	Recognizing and Reporting Child Abuse	Sherri Levesque, DCYF	Concord	4,5	15
March 2010	The Child Care Billing and Payment Workshop	Brenda Hathaway, CDB Improper Child Care Billing Program Specialist	Hooksett Public Library, Hooksett	11,12	10
April 2010	Conflict Resolution	Amy Upton, TMF 3	Concord	6,7	20
April 2010	Family Child Care Networking	Marcy Rothenberg, TMF 2	Easter Seals, Bow	11	5
April 2010	Emergency Preparedness	Greg Champlin, Natural Hazard Specialist with NH Emergency Management	Epsom	4,12	25

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Exhibit A Attachment B

Concord, NH
SFU 2010-2011 Training/Work Plan
Easter Seals Child Care Resource and Referral

	Director's Group	System			
April 2010	Director's Group	Marcy Rothenberg	Concord		5
April 2010	Managing the Money	Sue Koerber, TMF 3	Penacook	12	15
April 2010	CDB Celebration		Concord		N/S
April 2010	Week of the Young Child Event		TBD		
April 2010	Strengthening Families Annual Training		Concord	2,8,10	25
May 2010	Communicating with Parents About Difficult Issues	Marcy Rothenberg, TMF 2	Bow	1,5,7,9	20
May 2010	Water Safety	Scott Noyes, TMF 2	Brown Building, Concord	4	50
May 2010	Director's Group	Marcy Rothenberg, TMF 2	Pembroke	11	6
May 2010	Dynamic Curriculum	Jessica Emmond, TMF 2	Easter Seals, Concord	1,3,6	15
June 2010	How to Provide the Quality Care Families Look For	Lisa Dorval, TMF 2	New London	3,5,10	15
June 2010	Water Safety	Scott Noyes, TMF 2	Brown Building, Concord	4	50
June 2010	CPR/FIRST AID	KO Bisson	Easter Seals, Bow	4	12
June 2010	Family Child Care Networking	Marcy Rothenberg, TMF 2	Easter, Bow	11	5
June 2010	Stress on Bow Water	Marcy Rothenberg, TMF 2	Puttfield	1,10	20
June 2010	Director's Group	Marcy Rothenberg, TMF 2	Henniker	11, 12	6

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Exhibit A Attachment B

Concord, NH
SFU 2010-2011 Training/Work Plan
Easter Seals Child Care Resource and Referral

	ACTIVITY	PRESENTER	LOCATION	Core Knowledge Areas	Projected Number of participants
July 2010	Strengthening Families: Challenging Behaviors in Infant and Toddlers	Jesse Ransom, Marcy Rothenberg	Easter Seals, Bow	1,2,3,5	15
August 2010	Director's Group	Marcy Rothenberg	Easter Seals, Bow	11	6
August 2010	Early Learning Guidelines	Bobbie Gaudette-TMF3	Henniker	1,2,3,5	15
Sept 2010	Director's Group	Marcy Rothenberg	Easter Seals, Bow		
Sept 2010	Strengthening Families The Influence of Culture on Care giving	Pam Sallet, TMF 2	Hooksett	3,6,8	15
Oct 2010	Code and Ethical Conduct	Lisa Strout TMF 3	Concord	1,3,7,12	15
Oct 2010	SIDS Workshop	Audrey Knight	Concord	4	15
Oct 2010	Director's Group	Marcy Rothenberg, TMF 2	Franklin	11	6
Nov 2010	Director's Group	Marcy Rothenberg, TMF 2	Hooksett	11	6
Nov 2010	CPR/FIRST AID	KO Bisson	Easter Seals, Bow	4	12
Nov 2010	Recognizing and Reporting Child Abuse	Sherri Levesque DCYF	Henniker	4	15
Nov 2010	DAY OF TRAINING	Various Presenters	TBD	All	50

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Concord, NH
SFU 2010-2011 Training/Work Plan
Easter Seals Child Care Resource and Referral

Nov 2010	Family Child Care Networking	Marcy Rothenberg, TMF 2	Easter Seals, Bow	11	5
Dec 2010	Director's Group	Marcy Rothenberg TMF 2	Penacook	11	6
Dec 2010	Time's Up for Time Out	Bobbie Gaudette TMF 2	Concord	4,5	15
Jan 2011	The FCC Business and Tax Workshop	Jeff Kent, TMF2	Hooksett Public Library, Hooksett	12	10
Jan 2011	Family Child Care Networking	Marcy Rothenberg, TMF 2	Easter Seals, Bow	11	5
Jan 2011	Emergency Preparedness	Greg Champlin, Natural Hazard Specialist with NH Emergency Management System	Epsom	4,12	25
Jan 2011	Director's Group	Marcy Rothenberg, TMF 2	Concord	11	6
Feb 2011	Child Care Billing and Payment	Brenda Hathaway CDB Program Specialist	Hooksett		N/S
Feb 2011	Director's Group	Marcy Rothenberg, TMF2	Easter Seals, Bow	11	6
March 2011	Strengthening Families Annual Training	TBD	Concord	2,8,10	25
March 2011	The Child Care Professional	Marcy Rothenberg/TMF2	Bow	10,11	20
March 2011	FCC Network	Marcy Rothenberg, TMF2	Easter Seals, Bow	11	10
March 2011	Director's Group	Marcy Rothenberg, TMF 2	Pembroke	11	6
April 2011	Director's Group	Marcy Rothenberg	Easter Seals, Bow	11	6
May 2011	CPR/FIRST AID	KO Bisson	Easter Seals, Bow	4	12

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STANDARD EXHIBIT I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions**

a. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

b. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

c. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

d. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

e. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

f. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

g. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

h. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

i. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.

j. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

k. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

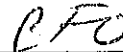
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



Contractor Signature



Contractor's Representative Title



Contractor Name

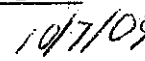


Date

Contractor's Initials



Date



STANDARD EXHIBIT G

CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Elm Green

Contractor Signature

CFO

Contractor's Representative Title

Easter Seals NH, Inc.

Contractor Name

10/7/09

Date

Contractor's Initials *ET*

Date *10/7/09*

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions
(To Be Supplied to Lower Tier Participants)**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


Contractor Signature

 CFO
Contractor's Representative Title


Contractor Name

 10/7/09
Date

Contractor's Initials

Date




**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor's Initials

ET

Date

10/7/0.

STANDARD EXHIBIT F

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549; 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

Contractor's Initials ET

Date 10/7/05

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS US DEPARTMENT OF EDUCATION - CONTRACTORS US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

Transitional Aid to Needy Families under Title IV-A
Child Support Enforcement Program under Title IV-D
Job Opportunities and Basic Skills (JOBS) Program under Title IV-F
Medicaid Program under Title XIX
Social Services Block Grant Program under Title XX
The Food Stamp Program under Title VII

Contract Period: 1/01/10 through 06/30/11

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Contractor Signature

CFO

Contractor's Representative Title

Easter Seals NH, Inc.

Contractor Name

10/7/09

Date

Contractor's Initials

ET

Date

10/7/09

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS, cont'd**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- (B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Easter Seals NH, Inc
Contractor Name

From: 1/01/10 To: 06/30/11
Period Covered by this Certification

Elin Treanor, CFO
Name and Title of Authorized Contractor Representative

Elin Treanor
Contractor Representative Signature

10/7/09
Date

Contractor's Initials ET

Date 10/7/09

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner, NH Department of Health and Human Services, 129 Pleasant Street,
Concord, NH 03301-6505.

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

Contractor's Initials

Date

ET
10/7/09

Exhibit C-1
Additional Special Provisions

1) Gratuities or Kickbacks

The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

2) Retroactive Payments-Individual Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

3) Retroactive Payments-Contractor Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

4) Audit Requirement

On or before the date set forth in Section 1.7 of these General Provisions, the Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

5) Credits

All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division for Children, Youth and Families), with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

6) Debarment, Suspension and Other Responsibility Matters

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

7) Option for Renewal

The Division for Youth, Children and Families reserves the right to renew this contract for up to an additional four years, subject to the continued availability of funds, satisfactory performance of services and approval of Governor and Executive Council.

Contractor's Initials ET

Date 10/7/09

disallowed or to recover such sums from the Contractor.

15. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the Services or the Agreement shall include the following statement:

15.1 The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Human Services of the Department of Health and Human Services with funds provided in part by the United States Department of Health and Human Services.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing Services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the provider with respect to the operation of the facility or the provision of the Services at such facility. If any governmental license or Permit shall be required for the operation of the said facility or the performance of the said Services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

SPECIAL PROVISIONS - DEFINITIONS

As used in the Agreement, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Provider Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of provider agencies which have contracted with the Department to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Agreement and setting forth the total cost and sources of revenue for each service to be provided under the Agreement.

UNIT: For each Service which the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Agreement.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Agreement, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

PROVIDER MANUAL: Shall mean that document prepared by the Department containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing Department and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Provider guarantees that funds provided under this Agreement will not supplant any existing federal funds available for these services.

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Date 10/2/09

8.1 Fiscal Records: Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Provider in the performance of the Agreement, and all income received or collected by the Provider during the Program Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2 Statistical Records: Program statistical and enrollment, attendance or visit records for each recipient of Services during the Program Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of Services and all invoices submitted to the Department to obtain payment for such services.

8.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Provider shall retain medical records on each patient/recipient of Services. (Social Services Block Grant).

9. Audit and Review: During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

10. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Agreement to which exception has been taken or which have been disallowed because of such an exception.

11. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

12. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the Services and the Agreement shall be confidential and shall not be disclosed by the Provider, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the Services and the Agreement; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased Services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Agreement for any reason whatsoever.

13. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

13.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

13.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Agreement. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward to goals and objectives stated in the Proposal and other information required by the Department.

14. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of Units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate; provided however,

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Date 10/1/09

1. Providers Obligations: The Provider covenants and agrees that all funds provided by the Provider under the Agreement shall be used only as payment to the Provider for services provided to eligible individuals and in the furtherance of the aforesaid covenants the Provider hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department: (Social Service Block Grant).

4. Documentation: In addition to the determination forms required by the Department, the Provider shall maintain a data file on each recipient of Services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Provider shall furnish the Department with all forms and documentation regarding eligibility determinations which the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for Services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for Services shall be permitted to fill out an application form and that each applicant or reapplicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Conditions of Purchase and Payment to Contractor:

Retroactive Payments: Notwithstanding anything to the contrary contained in the Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any Services provided to any individual prior to the Agreement and no payments shall be made for expenses incurred by the Contractor for any Services provided prior to the date on which the individual applies for Services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Agreement, nothing herein contained shall be deemed to obligate or require the Department to purchase Services hereunder at a rate which reimburses the Contractor in excess of the Providers Costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such Service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Agreement or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such Costs, or has received payment in excess of such Costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

7.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

7.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of Costs;

7.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Provider is permitted to determine the eligibility of individuals for Services, the Provider agrees to reimburse the Department for all funds paid by the Department to the Provider for Services provided to any individual who is found by the Department to be ineligible for such Services at any time during the period of retention of records established herein. (Social Services Block Grant).

Records: Maintenance, Retention, Audit, Disclosure and Confidentiality:

8. Maintenance of Records: In addition to the eligibility records specified above, the Provider covenants and agrees to maintain the following records during the Program Period:

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Date 10/17/09

The following term shall be included only for contracts involving the construction, reconstruction, alternation, remodeling, installation, demolition, maintenance, or repair of any public work or building with a total project cost of \$100,000 or more. It is required by RSA 277:5-a for such projects paid for in whole or in part by State funds and is a required contract term where only state managed federal funds will pay for the project.

The Contractor/Grantee agrees to have an Occupational Safety and Health Administration (OSHA) 10-hour construction safety program for their on-site employees that complies with the requirements set forth in RSA 277:5-a.

by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the State of New Hampshire and the federal Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and New Hampshire RSA Chapter 641.

(b) Contract Work Hours and Safety Standards Act. For any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States and the State of New Hampshire, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The NH Department of Health and Human Services shall upon its own action or upon written request of an authorized representative of the federal Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held

in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (*write in the name of the government agency*) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference into this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the federal Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified

Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code or New Hampshire Revised Statutes Annotated Chapter 641.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State of New Hampshire or the federal Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the government agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NH Department of Health and Human Services if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the NH Department of Health and Human Services. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the NH Department of Health and Human Services if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the NH Department of Health and Human Services, the contractor, or the Wage and Hour Division of the

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Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The NH Department of Health and Human Services shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other State contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor,

week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where the poster and wage determination can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract, shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor,

The following Prevailing Wage Provision is applicable to wages for labors and mechanics for any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from ARRA funds. Section 1606 of ARRA in effect applies the Davis-Bacon prevailing wage law and related federal laws to projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA. If there is any uncertainty regarding the applicability of this term, the Contracting Officer or Grant Manager shall consult with the Assistant Attorney General assigned to his/her department.

This law and the guidance on its implementation issued by OMB contemplate that the government agency will identify the pertinent wage determinations made by the federal department of labor and incorporate them into the contract. Determinations are county specific, and job specific. It may be necessary to obtain wage determinations if one has not been published for jobs to be created by the contract. For further information see: <http://www.gpo.gov/davisbacon/referencemat.html>

Prevailing Wage Requirements:

The Contractor/Grantee agrees to comply with the Wage Rate Requirements in Section 1606 of ARRA. In accordance with 2 C.F.R. §176.190, the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a) is set forth below:

29 CFR §5.5(a):

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the bid solicitation and the provisions of ARRA Section 1605, the Contractor certifies that the bid on which this contract is based reflects the Contractor's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Contractor certifies that all components contained in the bid solicitation that are American-made have been so identified, and the Contractor agrees that it will provide reasonable, sufficient, and timely verification to the State of the U.S. production of each component so identified.

(2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

A federal law, commonly known as the "Buy American Act," 41 U.S.C.A. § 10A-10D, exists as a separate and additional legal limitation on the use of ARRA federal funds. The Contractor/Grantee agrees to use only domestic unmanufactured construction material, as required by the Buy American Act.

The Contractor/Grantee acknowledges to and for the benefit of the State of New Hampshire that it understands the goods and services under this Agreement are being funded with monies made available by ARRA and such law contains provisions commonly known as "Buy American;" that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor/Grantee hereby represents and warrants to and for the benefit of the State that (a) the Contractor/Grantee has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project funded by this agreement will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements has been approved by federal authorities, and (c) the Contractor/Grantee will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the State. Notwithstanding any other provision of the Agreement, any failure to comply with this paragraph by the Contractor/Grantee shall permit the State to recover as damages against the Contractor/Grantee any loss, expense or cost (including without limitation attorney's fees) incurred by the State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State).

The Contractor (or the Grantee with any contract issued pursuant to the grant agrees to require a certification from the Contractor) agrees to certify compliance with a certification in the following form:

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Contrator's Initials

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Date

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The following Buy American contract term shall be included in any contract or grant where the ARRA funds being awarded by contract or grant that will or may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work. Contracting Officers and Grant Managers must determine if the project/grant is subject to any other federal "Buy American" or "Buy America" laws. The Contract Manager or Grant Manager shall substitute the federally-mandated contract term for this term where the federal agency providing ARRA funds has provided specific language regarding that federal program's "Buy America" or "Buy American" requirements. To the extent the responsible federal Secretary has waived the application of "Buy American" or "Buy America" requirements for specified iron, steel, or manufactured goods, a list of pertinent waived items should be incorporated into the contract. Consult with the Assistant Attorney General assigned to your Department and/or the Business Supervisor from the Department of Administrative Services assigned to your Department for assistance if needed.

Buy American:

The Contractor/Grantee agrees to comply with the Buy American requirements in Section 1605 of ARRA. Unless this requirement has been waived by a competent federal authority pursuant to 2 CFR 176.140, none of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. When using funds appropriated under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), the definition of "domestic manufactured construction material" requires manufacture in the United States but does not include a requirement with regard to the origin of the components. Production in the United States of the iron or steel used as construction material requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured construction material. There is no requirement with regard to the origin of components or subcomponents in other manufactured construction material, as long as the manufacture of the construction material occurs in the United States.

As used in this "Buy American" term and condition:

(1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been:

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

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TERMS APPLYING ONLY TO SPECIFIC CONTRACTS/GRANTS

The following Use It or Lose It – Report It or Lose It provision should be used where the State has authority to withdraw funds if the contractor/grantee fails to perform on time or fails to file required reports. Where the State is obligated by federal or State law to provide the funds being awarded or granted, omit this provision. Contracting Officers may exercise discretion and omit the provision where the nature of the goods or services being acquired and the nature of the contractor/grantee makes the provision inappropriate or unnecessary. Questions regarding use or omission of the provision should be discussed with the Assistant Attorney General Assigned to your Department and/or the Business Supervisor from the Department of Administrative Services assigned to your Department.

Use It or Lose It and Report It or Lose It Requirement. This contract/grant is being funded by funds received by the State of New Hampshire pursuant to ARRA. Federal law provides in part that in using funds made available under ARRA for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Federal guidance also directs that all ARRA funds be put to work in the community promptly. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit. ARRA imposes enhanced levels of accountability and transparency.

Therefore, prompt and accountable performance of this contract/grant is OF THE ESSENCE. Thus, for all obligations of the contractor/grantee, time is of the essence. In addition to the clauses set forth in the standard form P-37, the State reserves the right to terminate this contract/grant and to award a new contract/grant to a new contractor/grantee for any unearned portion of the contract price if the contractor/grantee fails to perform according to the timeline promised, fails to comply with accountability requirements in this Agreement and ARRA, or fails to file monthly reports on time.

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awards of incremental Recovery Act funds from regular sub-awards under the existing program.

Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General, the Government Accountability Office, and the State of New Hampshire.

Where applicable, Recipients will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

15. Debarment. The Contractor/Grantee by signing this Agreement certifies that the Contractor/Grantee, including all principals, is not currently under debarment or suspension and has not been under debarment or suspension within the past three years, as required by 49 CFR 29.510. The Contractor/Grantee agrees to notify the Contracting Officer/Grant Manager within 30 days of being debarred or suspended from federal government contracts.

16. The Contractor/Grantee certifies by entering into this contract that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this Agreement.

17. The Contractor/Grantee agrees to comply with the prohibitions on the giving of gifts to public officials established by RSA chapter 15-B.

18. The Contractor/Grantee agrees to post any job openings resulting from this contract/grant on the Department of Employment Security NHWorks Job Match System, available at <https://nhworksjobmatch.nhes.nh.gov/>.

19. The Contractor/Grantee shall cause the provisions of this Exhibit C of the General Provisions to be inserted in all subcontracts for any work or project activities covered by this Agreement so that the provisions will be binding on each subcontractor or subgrantee. The Contractor/Grantee shall take such action with respect to any subcontract as the State, or, the United States, may direct as a means of enforcing such provisions, including without limitation, sanctions for noncompliance.

false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

The Contractor/Grantee, and any subcontractor/subgrantee agree to maintain at each worksite and location of work funded by this Agreement a poster describing how to report fraud, waste, or abuse of ARRA funds. A model poster for this purpose, which also incorporates the whistleblower notice requirements, is available at <http://www.nh.gov/recovery/>.

11 Any funding provided to the Contractor/Grantee pursuant to the Recovery Act that is supplemental to an existing grant is one-time funding.

12. The Recovery Act funds are not eligible for costs incurred prior to the date of obligation.

13. The Contractor/Grantee agrees that in compliance with ARRA section 1604 none of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

14. The Contractor/Grantee agrees to establish and maintain a proper accounting system in accordance with generally accepted accounting standards.

To maximize the transparency and accountability of funds authorized under ARRA as required by Congress and in accordance with 2 CFR 215, subpart ___. 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, the Contractor/Grantee agree to maintain records that identify adequately the source and application of Recovery Act funds.

For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-

Limitations on the use of federal Grant or Contract Funds for Lobbying:

a. The law prohibits Federal funds from being expended by the recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement. The extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement is also covered.

b. Federal-aid contractors, consultants, and grant recipients as well as lower tier subcontractors, subconsultants, and grant sub-recipients are also subject to the lobbying prohibition.

c. To assure compliance, for any contract or grant, including any sub-contract or grant exceeding \$100,000 the contractor/grantee and sub-contractor/sub-grantee must submit and update as required a "Disclosure of Lobbying Activities" form, (OMB Standard Form LLL), available at <http://www.nh.gov/recovery/library/index.htm>.

1. During the grant or contract period, contractors/grantees and sub-contractors/sub-grantees must file disclosure form (Standard Form LLL) at the end of each calendar year in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form.

2. Lower tier certifications should be maintained by the next tier above (i.e. prime contractors/grantees will keep the subcontractors/subgrantee's certification on file, etc.)

3. Standard Form LLL will be provided during contract execution for utilization during the required contract period.

Funds appropriated under the ARRA can, under certain circumstances, be used for grants to nonprofit organizations. However, grants cannot be awarded to a nonprofit organization classified by the Internal Revenue Service as a 501(c)(4) organization unless that organization certifies that it will not engage in lobbying activities, even with their own funds (see Section 18 of the Lobbying Disclosure Act, 2 U.S.C.A § 1611).

9. The Contractor/Grantee agrees to comply with The National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), Executive Order 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et. seq.*); and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes.

10. The Contractor/Grantee, and any subcontractor/subgrantee, shall immediately refer to an appropriate inspector general within the U.S. Department of Health and Human Services Office of the Inspector General, and to the Public Integrity Unit of the New Hampshire Attorney General's Office (603) 271-3671, any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or subgrantee, or other person has submitted a

6. The Contractor/Grantee agrees to comply with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, cooperative agreements, loans, and other forms of Federal assistance, and all State and federal anti-discrimination statutes including but not limited to: Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; the Age Discrimination Act of 1975 as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; Executive Order 11246; any other nondiscrimination provisions in ARRA, and any program-specific statutes with anti-discrimination requirements; as well as generally applicable civil rights laws including, but not limited to, the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*; the Americans With Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e *et seq.*, relating to employment rights and preventing employment discrimination; the Equal Educational Opportunities Act, 20 U.S.C. § 1703, prohibiting denial of an equal educational opportunity to an individual on account of his or her race, color, sex, or national origin; the Age Discrimination in Employment Act, 29 U.S.C. § 634, prohibiting age discrimination against persons 40 years of age or older; the Uniform Relocation Act, 42 U.S.C.A. § 4601 *et seq.*, establishing uniform policies to compensate people displaced from their homes or businesses by state and local government programs; and New Hampshire Revised Statutes Annotated Chapter 354-A, prohibiting certain discrimination in employment, in places of public accommodation and in housing accommodations.

7. The Contractor/Grantee agrees to comply with 40 U.S.C. §§ 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. §§ 51-58, Anti-Kickback Act of 1986; 41 U.S.C. § 265 and 10 U.S.C. § 2409 relating to whistleblower protections; the Hatch Act, 5 U.S.C. §§ 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds; and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 401 *et seq.*), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

8. The Contractor/Grantee agrees to comply with 31 U.S.C. § 1352, relating to limitations on the use of appropriated funds to influence certain Federal contracts and New Hampshire Revised Statute Annotated 15:5 which prohibits to use of funds appropriated or granted by the State for lobbying or electioneering.

(1) Examine any of the Contractor's/Grantee's or any subcontractor's/subgrantee's records that pertain to and involve transactions relating to this contract/grant or a subcontract/subgrant hereunder; and

(2) Interview any officer or employee regarding such transactions. The Contractor/Grantee shall insert a clause containing all the terms of this section, including this paragraph, in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer/Grant Manager under the Government prime contract.

Whistleblower Protection Notice:

ARRA Section 1553 establishes whistleblower protections that apply to the contractor/grantee, and any sub-contractor/subgrantee pursuant to this agreement. The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). The Contractor shall include the substance of this clause including this paragraph in all subcontracts. The posted notice required by this clause shall include contact information to report fraud, waste, or abuse to the Inspector General of the federal department that is the source of the ARRA funds for this contract/grant, fraud to the New Hampshire Attorney General's Office Criminal Bureau, and waste or abuse to the Office of Economic Stimulus. A notice for this purpose is available at <http://www.nh.gov/recovery/>.

4. The Contractor/Grantee agrees to comply with the Emergency Economic Stabilization Act of 2008 requirements (as amended in Section 1608 of the Recovery Act), 12 U.S.C. 5217(b), which provide for the inclusion and utilization, to the maximum extent practicable, of minorities (as such term is defined in section 1204(c) of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (12 U.S.C. 1811 note)) and women, and minority- and women-owned businesses (as such terms are defined in 12 U.S.C. 1441a(r)(4) of this title), and individuals with disabilities and businesses owned by individuals with disabilities;

5. The Contractor/Grantee agrees to comply with the National Environmental Policy Act of 1969 (P.L. 91-190) requirements in Section 1609, including requirements for plans and projects to be reviewed and documented in accordance with those processes; and Executive Order 11514; notification of violating facilities pursuant to Executive Order 11738; protection of wetlands pursuant to Executive Order 11990 and State law; evaluation of flood hazards in floodplains in accordance with Executive Order 11988; assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

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(ix) Subcontractor's/subgrantee's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable;

(x) Subcontract/subgrant primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable;

(xi) If the Contractor/Grantee meets the criteria set forth below, the names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded. This requirement applies only if;

(A) In the subcontractor's/subgrantee's preceding fiscal year, the subcontractor/subgrantee received:

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

(11) The contractor/grantee shall require the subcontractor/sub-grantee to register with the federal government Central Contractor Registration (CCR) database at www.ccr.gov.

Inspection:

The Contractor/Grantee agrees that the Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, or of the State of New Hampshire shall have access to and the right to:

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts/subgrants valued at less than \$25,000 or any subcontracts/subgrants awarded to an individual, or subcontracts/subgrants awarded to a subcontractor/subgrantee that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts/subgrants awarded in the month and their aggregate total dollar amount.

(10) For any first-tier subcontract/subgrant funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor/subgrantee to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the monthly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor/subgrantee receiving the award and for the subcontractor's/subgrantee's parent company, if the subcontractor/subgrantee has a parent company;

(ii) Name of the subcontractor/subgrantee;

(iii) Amount of the subcontract/subgrant award;

(iv) Date of the subcontract/subgrant award;

(v) The applicable North American Industry Classification System (NAICS) code;

(vi) Funding agency;

(vii) A description of the products or services (including construction) being provided under the subcontract/subgrant, including the overall purpose and expected outcomes or results of the subcontract/subgrant;

(viii) Subcontract/subgrant number (the contract number assigned by the prime contractor);

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(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the state;

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar month;

(4) Program or project title, if any;

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure;

(6) An assessment of the contractor's/grantee's progress towards the completion of the overall purpose and expected outcomes or results of the contract/grant (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract/grant (or portion thereof) funded by the Recovery Act;

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar month and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide;

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created by job type and a separate estimate of the number of jobs retained by job type, by the contractor/grantee and separately by any subcontractor(s)/subgrantee(s), in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) If the Contractor/Grantee meets the criteria set forth below, the names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded. This requirement applies only if:

(i) In the Contractor's/Grantee's preceding fiscal year, the Contractor/Grantee received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment; and

(7) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

The Contractor/Grantee agrees to provide the following data required by the Federal Funding Accountability and Transparency Act, 31 U.S.C. 6101, for both the contractor/grantee and any subcontractor(s)/subgrantee(s):

- (1) The name of the entity receiving the award (must match the name used for establishing the entity's DUNS number and Contractor Central Registry);
- (2) The amount of the award;
- (3) Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance Number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- (4) The location of the entity receiving the award and the primary location of performance under the award, including the city State, congressional district, and county;
- (5) The DUNS number and Central Contractor Registry numbers of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity; and
- (6) Any other relevant information specified by the Office of Management and Budget ("OMB"). Currently no further information is being required by OMB.

This contract requires the Contractor/Grantee to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to the last day of each month, are due no later than the fifth day of each month.

The Contractor/Grantee shall report the following additional information, to the contracting officer or grant manager identified in this contract/grant in an Excel spreadsheet or paper report in the form provided by the State. The State agrees to provide the Contractor/Grantee with a report form that has pre-filled the data elements known to the State:

- (1) The Government contract and order number, as applicable;

contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each month.

All jobs created (FTEs) added to all jobs retained (FTEs) should equal the total jobs (FTEs) being paid for with the ARRA contract/grant funds received pursuant to this Agreement by the contractor/grantee. Stated otherwise, all jobs (FTEs) being paid for with funds provided by this agreement minus all jobs created (FTEs) should equal all jobs retained (FTEs). A job cannot be reported as both created and retained.

Total compensation: means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

The Contractor/Grantee shall provide the data needed for Section 1512 reporting monthly in the format defined by the Contracting Officer/Grant Manager. The report format may be changed over time if the federal government issues guidance or establishes requirements for a different format.

Section 1512, at a minimum, requires the following data from the Contractor/Grantee:

- (1) An evaluation of the completion status of the project or activity;
- (2) An estimate of the number of jobs created by the project or activity by job type;
- (3) An estimate of the number of jobs retained by the project or activity by job type;
- (4) Total hours of employees working on the project or activity (subtotal by jobs created and existing jobs);
- (5) Total wages for employees working on the project or activity (subtotal by jobs created and existing jobs);
- (6) For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with

municipal authorities which shall impose any obligation or duty upon the Contractor/Grantee and subcontractor/subgrantee, including, but not limited to:

a. The Contractor/Grantee shall comply with, and shall require any subcontractor/subgrantee to comply with, applicable provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), and applicable federal, rules, orders, regulations and guidelines issued pursuant thereto, as amended from time to time, including, but not limited to:

Section 1512 Reporting:

ARRA imposes transparency, oversight and accountability requirements, including, without limitation, the reporting requirements in the Jobs Accountability Act in Section 1512.

Definitions. As used in this Section 1512 reporting clause, the following terms have the meaning set forth below:

Contract: means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications, grants, and cooperative agreements.

First-tier subcontract: means a subcontract awarded directly by a prime contractor whose contract is funded by ARRA.

Jobs created: means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers contractor/grantee positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor/grantee. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each month.

Jobs retained: means an estimate of those previously existing filled positions that are retained as a result of funding by ARRA. This definition covers contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the

Exhibit C

American Recovery and Reinvestment Act Standard Terms

Notwithstanding any provision of this Agreement to the contrary, the following terms and conditions shall govern and take precedence over any conflicting provision in this Agreement.

1. The Contractor/Grantee shall obtain a DUNS number (www.dnb.com), and register with the Central Contractor Registry (CCR, www.ccr.gov). The Contractor/Grantee shall require any subcontractor/subgrantee to obtain a DUNS number.

The Contractor/Grantee agrees to advertise any sub-contract/sub-grant opportunity arising from this contract/grant to be paid for with American Recovery and Reinvestment Act funds on the State of New Hampshire, Department of Administrative Services "Bidding Opportunities" web site, by completing a bid description form available at: http://www.sunspot.admin.state.nh.us/statecontracting/Documents/bid_form.doc and submitting it to the Contracting Officer or Grant Manager who will submit the form to purchweb@nh.gov. The bid description form may also be obtained in person from the Office of Economic Stimulus at the State House Annex, Room 202-A, 25 Capitol Street, Concord, New Hampshire 03301, by U.S. mail to 107 North Main Street, State House – Room 208 Concord, New Hampshire 03301. Requests can be made by phone, (603) 271-2121, or by email, NHOES@nh.gov.

2. The Contractor/Grantee, upon entering into any sub-contract/sub-grant to be paid for with American Recovery and Reinvestment Act funds received through this contract/grant for the purpose of carrying out this agreement, agrees to provide the Contracting Officer/Grant Manager and the Office of Economic Stimulus redacted PDF or paper copies of the executed sub-contracts/sub-grants. A copy may be submitted by e-mail to NHOES@nh.gov or by U.S. Mail to 107 North Main Street, State House – Room 208 Concord, New Hampshire 03301 or by delivery to the Office of Economic Stimulus, State House Annex, Room 202-A, 25 Capitol Street, Concord, New Hampshire 03301. The copies provided to the State shall have any proprietary or non-public information, the disclosure of which would constitute an invasion of privacy, redacted. All contracts/grants to individuals and those for amounts of less than \$25,000 shall be reported in the aggregate by written narrative in a manner that protects the privacy interests of any individual recipient. The written narrative shall include the purpose of the sub-contract(s)/grant(s), the aggregate amount of the sub-contract(s)/grant(s), and an estimate of the jobs created and the jobs retained by job type, if any, as a result of the sub-contract(s)/grant(s). All contracts/grants awarded using American Recovery and Reinvestment Act funds will be posted on the NH Recovery web site and may be posted on the federal Recovery.gov web site.

3. The Contractor/Grantee shall comply, and require any subcontractor/subgrantee to comply with all applicable statutes, laws, regulations, and orders of federal, state, county or

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Exhibit B-2 Concord Budget Proposal

Exhibit B-2 Concord Budget Proposal

		SFY2010 Contract (1/1/10 - 6/30/10)			SFY2011 Contract (7/1/10 - 6/30/11)		
		DCYF Costs	Agency Match	Total	DCYF Costs	Agency Match	Total
A. Salaries and Wages							
Direct Support Staff		\$40,273	\$	\$40,273	\$82,209	\$-	\$82,209
Indirect/Management Staff		\$	\$	\$	\$-	\$-	\$-
Total:		\$40,273	\$	\$40,273	\$82,209	\$-	\$82,209
B. Benefits							
Health and other related		\$6,262	\$	\$6,262	\$14,009	\$-	\$14,009
Other Benefits		\$3,081	\$	\$3,081	\$6,288	\$-	\$6,288
Total:		\$9,343	\$	\$9,343	\$20,297	\$-	\$20,297
C. Staff Training		\$800	\$	\$800	\$300	\$-	\$300
Professional / Consultant							
D. Fees		\$2,570	\$25	\$2,495	\$5,040	\$-	\$4,940
E. Rental Costs		\$1,631	\$1,631	\$3,262	\$3,261	\$3,261	\$6,522
F. Rental, Lease, or Purchase of Minor Equipment		\$100	\$-	\$100	\$100	\$-	\$100
G. Equipment		\$-	\$-	\$-	\$-	\$-	\$-
H. Consumable Supplies		\$825	\$150	\$900	\$1,575	\$300	\$1,800
I. Food		\$150	\$-	\$150	\$300	\$-	\$300
J. Travel							
In-State Transportation		\$101	\$-	\$101	\$202	\$-	\$202
Out of State Transportation		\$250	\$-	\$250	\$-	\$-	\$-
Lodging / Food		\$600	\$-	\$600	\$-	\$-	\$-
Total:		\$951	\$-	\$951	\$202	\$-	\$202
K. Utilities							
Phone / Internet		\$-	\$-	\$-	\$-	\$-	\$-
Heat/Fuel		\$-	\$-	\$-	\$-	\$-	\$-
Electricity		\$-	\$-	\$-	\$-	\$-	\$-
Total:		\$-	\$-	\$-	\$-	\$-	\$-
L. Other							
Printing / Postage / FAX		\$142	\$-	\$142	\$501	\$-	\$501
Other - Membership Dues		\$215	\$-	\$390	\$215	\$-	\$390
Other General Admin		\$5,700	\$181	\$5,881	\$11,400	\$356	\$11,756
Other Advertising							
Total:		\$6,057	\$181	\$6,413	\$12,116	\$356	\$12,647
GRAND TOTAL		\$62,700	\$1,987	\$64,687	\$82,209	\$3,917	\$129,317

Contractor's Initials ET

Date 11/17/09

EXHIBIT B

METHOD, SCHEDULE, AND CONDITIONS PRECENT TO PAYMENT

Contract Agency: Easter Seals New Hampshire, INC.

Program Period: January 1, 2010 through June 30, 2011
Or Date of Governor & Executive Council approval, whichever is later

1. This Contract is funded with funds from the Catalog of Federal Domestic Assistance, CFDA #93.575, Federal Agency Health and Human Services, Child Care and Development Block Grant, in the amount of \$146,818.76 CFDA #93.713 made possible by the American Recovery and Reinvestment Act (ARRA) in the amount of \$41,281.24. Subject to the availability of Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Contract, the State agency agrees to purchase from the Contractor services in the amount not to exceed \$188,100.00 (one-hundred and eighty-eight thousand and one-hundred dollars) for services provided during the program period specified above.

2. Quarterly payments shall be made to the Contractor subject to the following conditions:

2.1 Payments shall be made on a quarterly cost reimbursement basis beginning April 15, 2010 for actual expenditures up to the total contract price incurred in the fulfillment of this agreement. The invoice, which shall be provided by DHHS after the approval of Governor & Executive Council, must be sent to:

Patrick McGowan, Contract Specialist
Child Development Bureau
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant St., Concord, New Hampshire 03301

2.2 In lieu of hard copies, invoices may be assigned an electronic signature and be e-mailed to: patrick.mcgowan@dhhs.state.nh.us

2.3 Expenditures shall be in accordance with the approved line item budget shown in Exhibits B-1 and B-2. If applicable, this will include drawing down match funds consistently throughout the contract period. Any adjustment to a line item in excess of 10% of the original budget lines will require the prior written approval of the State. The Contractor must include a detailed explanation and revised line item budget figures.

2.4 Payments may be withheld pending receipt of required reports as defined in Exhibit A.

2.5 A final payment request shall be submitted no later than sixty (60) days after the end of each fiscal year. Failure to submit the final invoice by that date may result in non-payment.

Contractor's Initials EF

Date 10/17/09

Exhibit B-1 – Concord Key Personnel Data -

SFY2010 Contract (1/1/10 - 6/30/10)

Name	Percentage of Time Spent on Project	Annual Salary	Billed to DCYF
Pynchon, Nancy	.05	47,631	1,191
Rothenberg, Marcy	1.00	37,708	18,853
tbd – CC R&R Specialist	1.00	34,000	16,869
tbd – CC R&R Assistant	.20	16,640	3,360

SFY2011 Contract (7/1/10 - 6/30/11)

Name	Percentage of Time Spent on Project	Annual Salary	Billed to DCYF
Pynchon, Nancy	.05	48,899	2,445
Rothenberg, Marcy	1.00	38,712	38,712
tbd – CC R&R Specialist	1.00	34,983	34,982
tbd – CC R&R Assistant	.36	16,640	6,070

Contractor's Initials

Date

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Exhibit A Attachment E. – Concord Required Reports

Documentation required	Submission Deadline
Preliminary work plan – This plan shall include a time line with clearly identified dates/year, which addresses all aspects of the requirements of this contract. This should include a training plan which details the number of trainings, locations (town) and target numbers of participants.	With Proposal
Detailed work plan – This plan shall be a revised work-plan for the entire contract period, subject to approval by the Administrator of the CDB.	February 1, 2010
Technology Policy	February 1, 2010
Outreach plan – This plan shall be made in order to make the CCR&R services known to the widest possible audience of families, providers and community members (including agencies, policy makers, public officials, and businesses) within the catchment area, including services to limited English proficient families and providers and in consideration of a variety of diversity issues. The outreach plan should include determining which populations are underserved by CCR&R and specifically targeting outreach to these populations.	March 31, 2010
All publicity that indicates office location, hours, availability to meet with families, phone #s, and email address.	As it is updated
Sign in sheet from NHCCR&R Network Meetings	Monthly
Improvement Plan	TBD
Quality plan - The Contractor shall complete the NACCRRA Quality Assurance Scoring Sheet of Best Practices Criteria for Core Competencies, Parent Services, and Provider Services as a self-assessment and needs assessment. Documentation for items that the Contractor meets or partially meets should be kept on file at the office location for review at the request of the Child Care Program Improvement Specialist. For those items that are partially met or not met, the Contractor shall submit a plan for meeting those criteria along with what additional support (training, TA or additional resources), if any, that would be needed to meet those criteria. The Scoring Sheet and plan are to be submitted to the Child Care Program Improvement Specialist by September 30, 2010. Implementation of the plan shall be agreed upon by the Contractor and the CDB.	September 30, 2010
Service Delivery Maintenance and Improvement Plan - Provide the CDB with a copy of the survey used described in the evaluation section of the contract, the results of the survey and a plan for service delivery maintenance or improvement.	Within 30 days of Survey Completion.

Contractor's Initials ET

Date 10/19/09

Challenges during this quarter: Please describe those areas where you have had challenges in meeting contract goals or completing work activities.

Other: Please highlight any activities, successes, challenges, etc., not captured elsewhere in the report.

Questions for the CDB: Please submit any questions you may have for the CDB regarding your work, CDB policy & procedure, and/or your contract.

Goals:

Progress from the previous quarter: Please assess the progress you've made in accomplishing the goals for the previous quarter.

For the coming quarter: If meeting with the Child Care Program Improvement Specialist this quarter, we will set these goals together. If not, please list 2-5 goals (depending on how much is involved in accomplishing them) that you will work on in the coming quarter.

Comments from the CDB: The Child Care Program Improvement Specialist will return comments to each CCR&R regarding their work during the previous quarter.

Contractor's Initials

Date

ET

10/7/07

Attachment B Coversheet for Quarterly Report
CCR&R Quarterly Narrative Report

Agency Name:

Date:

Reported prepared by:

Quarter: 1 2 3 4 5 6

Vendor #:

Contract Period:

CDB Liason:

CCR&R Staff	Credential(s) held

Detailed Work Plan submitted (date):

Due 2/1/10

Approved: ☐ Yes ☐ No

Technology Policy submitted (date):

Due 2/1/10

Approved: ☐ Yes ☐ No

Outreach Plan submitted (date):

Due 3/31/10

Approved: ☐ Yes ☐ No

Publicity materials submitted: Please provide a list of materials revised & submitted this quarter.

Improvement Plan: Please describe any work done this quarter on the Improvement plan
Due date TBD

Date submitted:

Approved: ☐ Yes ☐ No

Quality Plan: Please describe any work done this quarter on the Quality plan
Due 9/30/09

Date submitted:

Approved: ☐ Yes ☐ No

Service Delivery Maintenance & Improvement Plan: Please describe any work done this quarter on the Improvement plan. Due date: 30 days after completion of survey

Date submitted:

Approved: ☐ Yes ☐ No

Plans for attending national conference or symposium: Please describe these plans as they are made and carried out.

Successes during this quarter: Please highlight those areas where you have had particular success in meeting contract goals or work activities.

Contractor's Initials

Date

ET
10/7/09

Contract Section	Reporting Requirement	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	Ach'ed	Total	Notes
2.43.b.(1)	# of clients assisted by the CCR&R							0		
2.43.b.(2)	# of FNAF clients assisted by the CCR&R							0		
2.43.b.(3)	# of follow-up attempts made							0		
2.43.b.(4)	# of follow-up surveys completed							0		
2.43.b.(5)	# of families satisfied with the care they found							0		
2.43.b.(6)	# of families that chose not to use care							0		
2.43.b.(7)	# of families whose search was still in process							0		
2.43.b.(8)	# of families who were unable to locate care							0		
2.43.b.(9)	Any child care needs of the family that were not met by their child care choice or options							0		
2.43.b.(10)	Any unmet child care needs of families on the wait list							0		
2.43.b.(11)	# of families who chose care from the referral list(s) they received from the CCR&R							0		
2.43.b.(12)	# of families who found the referrals they received helpful							0		
2.43.b.(13)	# of families who found the consumer education they received over the phone helpful							0		
2.43.b.(14)	# of families who found the written or posted consumer education they received or accessed helpful							0		
2.43.b.(15)	# of families who report they were able to identify indicators of quality in child care programs							0		
2.43.b.(16)	# of families who report that the CCR&R services were culturally competent							0		
2.5.f.(1)	# of child care providers closed permanently							0		
2.5.f.(2)	# of child care opportunities lost b provider closings							0		
2.5.f.(3)	# of net child care opportunities gained or lost							0		
2.61.o.(1-3)	See performance measure report									
2.62.d.(1)	# of times TA is provided in person							0		
2.62.d.(2)	# of times TA is provided by phone							0		
2.62.d.(3)	# of providers who became licensed							0		

Other Reporting Requirements

Note: NACCRRAware will be updated to allow for this data collection

Contract Section		Reporting Requirement						Total						Notes
		Outreach												
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	Ach'd						
2.2.k.(1)a	# of visits made to the District Office(s) and the nature of those visits												0	
2.2.k.(1)b	# of visits made to the NHEP office(s) and the nature of those visits												0	
2.2.k.(2)	# of NHEP Orientations attended and the number not attended along with the reason why the Orientation was not attended												0	
2.3.e.(1)a	# of providers whose information was fully updated												0	
2.3.e.(1)b	# of providers whose information was partially updated												0	
2.3.e.(2)	# of times information/data was provided to entities other than DHHS												0	
2.3.e.(3)	The date the quarterly newsletter was mailed	1/15/10											N/A	
2.4.h.(1)	# of families receiving referrals via the web												0	
2.4.h.(2)	# of new families served												0	
2.4.h.(3)	# of previous families seeking new information that were served												0	
2.4.h.(4)	# of families served through the DO												0	
2.42.e.(1)	# of families identified as being put on the wait list												0	
2.42.e.(2)	# of families on the wait list receiving referrals												0	
2.42.e.(3)	# of families released from the wait list receiving referrals												0	
2.42.e.(4)	# of providers assisted with the enrollment process												0	
2.42.e.(5)	# of contacts with a family from the time they go on the wait list until they are released from the wait list and enrolled with a provider												0	

Contract No. Section	Performance Measure	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	1/1/10-6/30/10	1/1/10-6/30/10	SFY 2011	SFY 2011	Total Goal	Total Achieved	Status
15 2.6.1.n.(1)	The number of Child Care Basics trainings offered.	3	4	2	5	3	3	6	7	12	13	18	20	
16 2.6.1.n.(2)	The number of attendees at Child Care Basics trainings.								0		0	0	0	
17 2.6.1.n.(3)	The number of other trainings offered.								0		0	0	0	
18 2.6.1.n.(4)	The number of attendees at other trainings offered by the CCR&R.								0		0	0	0	
19 2.6.2.c.(1)	The number of providers assisted in the licensing process.								0		0	0	0	
20 2.6.2.c.(2)	The number of new credentials awarded.								0		0	0	0	
21 2.6.2.c.(3)	The number of credentials renewed or awarded at a higher level.								0		0	0	0	

List trainings for current quarter only. Please list CC Basics or Beyond in bold.

Workshop Title	Date	Location (town)	Presenter	Credential	# Attended	Collaborators	Comments
1							(i.e. fee charged)
2							cancelled due to snow
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Please list the date(s) that you offer these required trainings throughout the year.

Workshop Title	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6
Early Learning Guidelines						
Business of Child Care						
CC Billing and Payment						
Recognizing & Reporting Child Abuse & Neglect						
Strengthening Families PCAN						
Emergency Preparedness						
First Aid						
Infant/Child CPR						
Water Safety (advertise and assist w/sign-in)						

Agency Name:

Date:

Quarter

1 2 3 4 5 6

Compiled by:

Contract Period:

Vendor #:

Note: NACCRRAware will be updated to allow for this data collection.

Contract No. Section	Performance Measure	Goal										Total		Status
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	1/1/10- 6/30/10	Ach'd 1/1/10- 6/30/10	Goal	SFY 2011	Ach'd 2011	Total	
1 2.2.k.(1)	The number of visits made to providers: center, licensed family, Licensed Exempt, and potential providers	5	8	10	6	8	8	15	13	30	32	45	45	Example w/ calculation
2 2.4.1.g.(1)	The total number of families receiving referrals								0		0	0	0	
3 2.4.1.g.(2)	The number of families receiving referrals with CCR&R assistance.								0		0	0	0	
4 2.4.1.g.(3)	The number of FANF clients assisted by the CCR&R.								0		0	0	0	
5 2.4.3.a.(1)	The percent of families successfully surveyed.								0		0	0	0	
6 2.4.3.a.(2)	The percent of families surveyed who were successful in finding care.	50%	70%	80%	81%	83%	79%	80%	60%	80%	81%	80%	70%	Example w/ calculation
7 2.4.3.a.(3)	The percent of FANF families who were surveyed who were successful in finding care and did not identify inability to find child care as a barrier to work activity participation.							80%	0%	80%	0	80%	0%	
8 2.4.3.a.(4)	The percent of families on the wait list who were surveyed and were successful in finding care they can afford until they are released from the wait list.							50%	0%	50%	0	50%	0%	
9 2.4.3.a.(5)	The percent of families who had all of their child care needs met by the care they chose.							60%	0%	60%	0	60%	0%	
10 2.5.1.e.(1)	The number of new providers added to the database, including licensed and license exempt providers.								0		0	0	0	
11 2.5.1.e.(2)	The number of new child care opportunities created by new and existing providers.								0		0	0	0	
12 2.5.1.e.(3)	The number of providers who are recruited or expand their programs to meet the unmet needs of infant/toddler care, special needs care and non-traditional hours care.								0		0	0	0	
13 2.5.1.e.(4)	The number of providers who are recruited or expand their programs to meet an unmet need as identified by the CCR&R.								0		0	0	0	
14 2.5.1.e.(5)	The number of providers specifically recruited to meet the needs of families on the wait list.								0		0	0	0	

Exhibit A Attachment B

Concord, NH
SFU 2010-2011 Training/Work Plan
Easter Seals Child Care Resource and Referral

May 2011	Water Safety	Scott Noyes, TMF 2	Brown Building, Concord	4	100
May 2011	Family Child Care Networking	Marcy Rothenberg, TMF 2	Easter Seals, Bow	11	5
June 2011	Director's Group	Marcy Rothenberg, TMF 2	Henniker	11	6
June 2001	Water Safety	Scott Noyes	Brown Building Concord	40	100
June 2011	Provider Appreciation Event	Marcy Rothenberg	Concord	Not Spec	

Early Childhood Core Knowledge Areas

1. Foundations of Early Childhood Education
2. Child Growth and Development
3. Curriculum for Early Care and Education
4. Health, Safety, and Nutrition in Early Education
5. Child Observation, Record Keeping, and Assessment
6. Creating Environments for Young Children
7. Child Guidance and Discipline
8. Cultural Diversity
9. Children with Special Needs
10. Family and Community Relationships
11. Professionalism and Professional Development
12. Administration and Supervision

Shaded rows denote basics/beyond the basics workshops

Contractor's Initials

Date

[Signature]
4/9/07

(2)

Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3)

Obligations and Activities of Business Associate

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long

as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3.k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Division for Children, Youth and Families

Easter Seals NH, Inc.

State of New Hampshire Agency Name

Contractor Name

Maggie Bishop
Signature of Authorized Representative

Elin Treanor
Contractor Representative
Signature

Maggie Bishop

Elin Treanor

Authorized DHHS Representative Name

Authorized Contractor
Representative Name

Director

CFO

Authorized DHHS Representative Title

Authorized Contractor
Representative Title

10/19/09
Date

10/7/09
Date

CERTIFICATE OF VOTE

(Corporation without Seal)

I, BETTY BURKE, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of EASTER SEALS N.H., INC.
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on JAN. 28, 2009.
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of Child Care Resource and Referral services.

RESOLVED: That the CHIEF FINANCIAL OFFICER
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7th day of OCTOBER, 2009.
(Date Contract Signed)

4. ELIN TREANDR is the duly elected CHIEF FINANCIAL OFFICER
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Betty Burke
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 7th day of Oct, 2009.

By Betty Burke
(Name of Clerk of the Corporation)

Glenda M. West
(Glenda M. West, Notary Public)
My Commission Expires April 15, 2014

(NOTARY SEAL)

Commission Expires: April 15, 2014

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire nonprofit corporation formed November 6, 1967. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of September, A.D. 2009



William M. Gardner
Secretary of State

PRODUCER
USI Insurance Svcs of NE, Inc.
PO Box 6360
Manchester, NH 03108-6360
603 625-1100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Easter Seals NH, Inc.
555 Auburn St.
Manchester, NH 03103

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Insurance Company

23850

INSURER B: Liberty Mutual Insurance Company

23043

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab	PHPK464003	09/01/09	09/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK464003	09/01/09	09/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	PHUB283183	09/01/09	09/01/10	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC7611258839019 ME-NH-NY-RI & VT NO-NONE	01/01/09	01/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A		OTHER EDP Equipment	PHPK464003	09/01/09	09/01/10	\$3,016,050 RC Value \$500 Deductible Special Form Incl Theft

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Supplemental Name **

Easter Seals NH, Inc.
Easter Seals NY, Inc.
Easter Seals ME, Inc.
(See Attached Descriptions)

CERTIFICATE HOLDER

State of NH/DCYF
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

E. Arnold

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STS, Inc.
Agency Realty, Inc.
Easter Seals Rhode Island, Inc.
The Harbor Schools, Inc.
Manchester Alcohol Rehabilitation Center, Inc., dba
The Farnum Center



Mission:

Easter Seals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.

CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION

For the Year Ended August 31, 2008

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INDEPENDENT AUDITORS' REPORT

The Board of Directors

Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated statement of financial position of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals) as of August 31, 2008, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the year then ended. These consolidated financial statements are the responsibility of Easter Seals' management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Easter Seals New Hampshire, Inc. and Subsidiaries as of August 31, 2008, and the consolidated changes in their net assets and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 29, 2008 on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Our audit was made for the purpose of forming an opinion on the 2008 basic consolidated financial statements taken as a whole. The consolidating information identified in the contents is presented for purposes of additional analysis of the basic consolidated financial statements rather than to present the financial position and changes in net assets of the respective entities. The 2008 consolidating information has been subjected to the auditing procedures applied in the audit of the basic consolidated financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic consolidated financial statements taken as a whole. The 2007 consolidating information has been summarized from Easter Seals' originally issued 2007 basic consolidated financial statements and has not been adjusted to reflect the merger of several new affiliates in 2008. As such, the 2007 consolidating information is not presented in accordance with accounting principles generally accepted in the United States of America.

Baker, Newman & Noyes

Manchester, New Hampshire
December 29, 2008

Limited Liability Company

EASTER SEAS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

August 31, 2008

ASSETS

Current assets:

Cash and cash equivalents	\$ 2,232,729
Restricted cash	34,661
Accounts receivable from affiliates	280,004
Program and other accounts receivable, less contractual allowance of \$116,100, and allowance for doubtful accounts of \$3,472,800	9,463,125
Contributions receivable, less allowance for doubtful accounts of \$136,400	215,638
Prepaid expenses and other current assets	<u>683,285</u>
Total current assets	12,909,442

Fixed assets, net	21,603,191
Bond issuance costs, net	361,157
Investments, at fair value	8,695,641
Beneficial interest in trust held by others	<u>1,681,835</u>

\$ 45,251,266LIABILITIES AND NET ASSETS

Current liabilities:

Accounts payable	\$ 2,139,439
Accrued expenses	2,730,447
Amounts payable to third party payors	24,206
Deferred income	1,471,195
Construction line of credit	153,456
Current portion of long-term debt	<u>291,489</u>
Total current liabilities	6,810,232

Other liabilities	740,204
Interest rate swap agreements	990,254
Long-term debt, less current portion	<u>18,586,907</u>
Total liabilities	27,127,597

Net assets:

Unrestricted	11,443,865
Temporarily restricted	1,895,900
Permanently restricted	<u>4,783,904</u>

Total net assets 18,123,669

\$ 45,251,266

See accompanying notes.

EASTER SEAL NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2008

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions	\$ 1,594,376	\$ 412,666	\$ 65,594	\$ 2,072,636
Special events, net of related direct costs of \$443,359	1,195,103	127,689	-	1,322,792
Annual campaign, net of related direct costs of \$45,128	403,500	128,389	-	531,889
Bequests	119,416	-	-	119,416
Net assets released from restrictions	<u>621,692</u>	<u>(621,692)</u>	<u>-</u>	<u>-</u>
Total public support	3,934,087	47,052	65,594	4,046,733
Revenue:				
Fees and grants from governmental agencies (net of free and subsidized care of \$5,700,000)	60,964,232	-	-	60,964,232
Other fees and grants	23,994,364	-	-	23,994,364
Sales to public	3,297,829	-	-	3,297,829
Investment income	444,932	39,038	-	483,970
Increase in beneficial interest in trust held by others	-	-	399,903	399,903
Decrease in market value of beneficial interest in trust held by others	-	-	(98,414)	(98,414)
Rental income	507,967	-	-	507,967
Net unrealized losses on investments	(772,791)	(87,121)	-	(859,912)
Other	<u>698,710</u>	<u>-</u>	<u>-</u>	<u>698,710</u>
Total revenue	<u>89,135,243</u>	<u>(48,083)</u>	<u>301,489</u>	<u>89,388,649</u>
Total public support and revenue	93,069,330	(1,031)	367,083	93,435,382
Expenses:				
Program services:				
Public health education	372,310	-	-	372,310
Professional education	46,359	-	-	46,359
Direct services	<u>82,566,934</u>	<u>-</u>	<u>-</u>	<u>82,566,934</u>
Total program services	82,985,603	-	-	82,985,603
Supporting services:				
Management and general	8,157,220	-	-	8,157,220
Fundraising	<u>1,291,186</u>	<u>-</u>	<u>-</u>	<u>1,291,186</u>
Total supporting services	<u>9,448,406</u>	<u>-</u>	<u>-</u>	<u>9,448,406</u>
Total functional expenses	92,434,009	-	-	92,434,009
Support of National programs	<u>674,400</u>	<u>-</u>	<u>-</u>	<u>674,400</u>
Total operating expenses	<u>93,108,409</u>	<u>-</u>	<u>-</u>	<u>93,108,409</u>
Excess (deficiency) of public support and revenue over operating expense and interest rate swap activity	(39,079)	(1,031)	367,083	326,973
Loss on sale of property	(10,067)	-	-	(10,067)
Adjustment of NH interest rate swap to fair value	<u>(899,833)</u>	<u>-</u>	<u>-</u>	<u>(899,833)</u>
Total change in net assets	(948,979)	(1,031)	367,083	(582,927)
Net assets at beginning of year, as previously reported	9,834,991	1,876,597	3,770,816	15,482,404
Restatement (note 11)	<u>2,557,853</u>	<u>20,334</u>	<u>646,005</u>	<u>3,224,192</u>
Net assets at beginning of year, as restated	<u>12,392,844</u>	<u>1,896,931</u>	<u>4,416,821</u>	<u>18,706,596</u>
Net assets at end of year	<u>\$ 11,443,865</u>	<u>\$ 1,895,900</u>	<u>\$ 4,783,904</u>	<u>\$ 18,123,669</u>
See accompanying notes.				

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2008

	Program Services				Supporting Serv	
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund- Raising
Salaries and related expenses	\$ 247,832	\$ —	\$ 57,026,008	\$ 57,273,840	\$ 5,132,821	\$ 990,675
Professional fees	12,985	—	9,481,919	9,494,904	1,261,638	83,425
Supplies	8,664	—	2,966,163	2,974,827	88,324	38,906
Telephone	4,062	—	656,472	660,534	145,812	15,276
Postage and shipping	4,331	—	64,606	68,937	61,073	12,397
Occupancy	6,931	—	3,455,785	3,462,716	28,723	37,152
Outside printing, artwork and media	24,545	—	68,166	92,711	10,972	18,285
Travel	16,120	—	2,328,599	2,344,719	98,700	45,313
Conventions and meetings	39,963	46,359	310,363	396,685	70,974	27,842
Specific assistance to individuals	—	—	997,634	997,634	2,178	—
Dues and subscriptions	341	—	14,364	14,705	5,723	1,528
Minor equipment purchases and equipment rental	964	—	312,812	313,776	100,538	9,193
Ads, fees and miscellaneous	4,719	—	281,429	286,148	41,091	5,566
Interest	—	—	705,213	705,213	313,762	—
Bad debt provision	—	—	2,756,921	2,756,921	—	—
Depreciation and amortization	853	—	1,140,480	1,141,333	794,891	5,628
	<u>\$ 372,310</u>	<u>\$ 46,359</u>	<u>\$ 82,566,934</u>	<u>\$ 82,985,603</u>	<u>\$ 8,157,220</u>	<u>\$ 1,291,186</u>
	<u>0.40%</u>	<u>0.05%</u>	<u>89.33%</u>	<u>89.78%</u>	<u>8.82%</u>	<u>1.40</u>

See accompanying notes.

CONSOLIDATED STATEMENT OF CASH FLOWS

Year Ended August 31, 2008

Cash flows from operating activities:	
Decrease in net assets	\$ (582,927)
Adjustments to reconcile decrease in net assets to net cash provided by operating activities:	
Depreciation and amortization	1,941,852
Donated property	(475,000)
Bad debt provision	2,756,921
Increase in beneficial interest in trust held by others	(301,489)
Loss on sale of property	10,067
Adjustment of interest rate swaps to fair value	959,154
Net unrealized losses on investments	859,912
Changes in operating assets and liabilities:	
Accounts receivable from affiliates	(64,766)
Program and other accounts receivable	(2,979,911)
Contributions receivable	(110,443)
Prepaid expenses and other current assets	202,354
Accounts payable and accrued expenses	36,680
Deferred income	418,936
Amounts payable to third party payors	(34,921)
Other liabilities	(110,883)
Net cash provided by operating activities	2,525,536
Cash flows from investing activities:	
Purchases of property, plant and equipment	(1,779,935)
Proceeds from sale of property, plant and equipment	6,367
Increase in investments	(929,487)
Net cash used in investing activities	(2,703,055)
Cash flows from financing activities:	
Repayment of long-term debt	(981,378)
Issuance of long-term debt	44,430
Increase in construction line of credit	153,456
Net cash used in financing activities	(783,492)
Decrease in cash and cash equivalents	(961,011)
Cash and cash equivalents, beginning of year, as restated	3,228,401
Cash and cash equivalents, end of year	\$ 2,267,390
Supplemental disclosure of cash flow information:	
Interest paid	\$ 955,002

See accompanying notes.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2008

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries ("Easter Seals") consist of eight separate non-profit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals New York, Inc. (Easter Seals NY); Easter Seals Maine, Inc. (Easter Seals ME); Easter Seals Rhode Island, Inc. (Easter Seals Rhode Island); Agency Realty, Inc. (real estate corporation); The Harbor Schools Incorporated (Harbor Schools); Manchester Alcoholism Rehabilitation Center; and Special Transit Service, Inc. (transportation corporation). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals is affiliated with Easter Seals National, Inc. (Easter Seals National).

Easter Seals assumed control of Harbor Schools on September 1, 2007. Harbor Schools is a private, non-profit comprehensive human service agency based in Massachusetts providing a system of residential treatment, education, prevention and aftercare services for young people with severe special needs and for families in crisis. Additionally, Easter Seals assumed control of Manchester Alcoholism Rehabilitation Center in 2008. Manchester Alcoholism Rehabilitation Center was incorporated in February 1980 and is a chemical dependency treatment center offering both a residential treatment program and an outpatient clinic. Finally, effective September 1, 2007, Easter Seals established and incorporated as a subsidiary Easter Seals Rhode Island. ESRI had no assets or liabilities at the time of the merger with Easter Seals. Refer to Note 11 for a summary of organizations merged or acquired by Easter Seals during the year ended August 31, 2008.

Easter Seals' purpose is to provide (1) programs and services for people with disabilities, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities which will enable them to contribute to the well-being of the community. Easter Seals operates programs throughout New Hampshire, New York, Maine, Massachusetts, Rhode Island and Vermont.

Easter Seals NY is the sole member of Fernclif Housing Development Fund Company, Inc. (Fernclif). Fernclif is organized as a New York State non-profit corporation formed to acquire an interest in real property located in Rochester, New York and to construct and operate an apartment complex under Section 811 of the National Housing Act with mortgage insurance provided by the Federal Housing Administration (FHA) of the Department of Housing and Urban Development (HUD). The accounts of Fernclif have not been included in the accompanying financial statements. Fernclif has separate reporting requirements to various federal and state agencies, and is required to maintain its separate accounts. Summarized financial information for Fernclif is as follows for the year ended August 31, 2008 (in thousands):

Total assets	\$ 921
Total net assets	906
Total revenue	159
Decrease in net assets	(52)

Included in total net assets above is \$1,380,000 of capital advances made by the U.S. Department of Housing and Urban Development (HUD). Such advances are secured by a mortgage on Fernclif's property.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2008

2. Summary of Significant Accounting Policies**Principles of Consolidation**

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member. Significant intercompany accounts and transactions have been eliminated in consolidation.

Cash and Cash Equivalents

All liquid investments with an original maturity of three months or less when purchased are considered to be cash equivalents. Easter Seals maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. Easter Seals has not experienced any losses in such accounts, and management believes Easter Seals is not exposed to any significant credit risk on cash and cash equivalents.

Restricted Cash

Restricted cash consists of funds maintained in escrow to make required principal and interest payments on certain bond issues (note 7).

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statement of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals' management.

Investments

Investments with readily determinable fair values are recorded at fair value based on quoted market prices. Easter Seals has recorded the change in net unrealized appreciation in the accompanying consolidated statement of activities and changes in net assets as a component of the changes in unrestricted and temporarily restricted net assets, depending on donor specifications. Realized gains and losses on investments are computed on a specific identification basis and are included in investment income. Investment income is allocated to the various funds based upon original cost. Donated securities are stated at fair value determined at the date of donation.

Subsequent to year-end, the credit and liquidity crisis in the United States and throughout the global financial system has resulted in substantial volatility in financial markets and the banking system. These and other economic events have had a significant adverse impact on investment portfolios. As a result, Easter Seals' investments have incurred a significant decline in fair value since August 31, 2008.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2008

2. Summary of Significant Accounting Policies (Continued)**Fixed Assets**

Property, plant and equipment is recorded at cost. Expenditures for maintenance and repairs are charged to expense as incurred and expenditures for major renovations are capitalized. Depreciation is computed using straight-line over the estimated useful lives of the assets. Donated property is recorded at fair value determined at the date of donation.

Donated property and equipment are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support.

Bond Issuance Costs

Bond issuance costs are being amortized by the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter.

Temporarily and Permanently Restricted Net Assets

Donated investments, supplies and equipment are reported at fair value at the date of receipt. Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statement of activities and changes in net assets as net assets released from restrictions.

Accumulated appreciation on permanently restricted assets, unless explicitly specified by the donor, is considered unrestricted (see new accounting pronouncements below).

Permanently restricted net assets have been restricted by donors to be maintained by Easter Seals in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals' revenues is derived through arrangements with third-party payors. As such, Easter Seals is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known. The differences between amounts previously estimated and amounts subsequently determined to be recoverable from third-party payors did not significantly affect revenue in 2008.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2008

2. Summary of Significant Accounting Policies (Continued)

The allowance for doubtful accounts is provided based on an analysis by management of the collectibility of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible.

Unconditional contributions are recognized when pledged.

Charity Care

Easter Seals has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors which, at established charges, amounted to approximately \$5,700,000 for the year ended August 31, 2008.

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals New York, Inc., Easter Seals Maine, Inc., Easter Seals Rhode Island, Inc., The Harbor Schools Incorporated, Manchester Alcoholism Rehabilitation Center and Special Transit Services, Inc. are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and, for Easter Seals New York, Inc. of the Not-for-Profit Corporation Law of the State of New York. Agency Realty, Inc. received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(2) of the Internal Revenue Code.

Derivatives and Hedging Activities

Statement of Financial Accounting Standards No. 133, *Accounting for Derivative Instruments and Hedging Activities*, as amended, requires that Easter Seals record as an asset or liability the fair value of the interest rate swap agreements described in note 7. Easter Seals is exposed to repayment loss equal to the net amounts receivable under the swap agreements (not the notional amount) in the event of nonperformance of the other party to the swap agreements. However, Easter Seals does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2008, Easter Seals had recorded a liability of \$990,254 as a result of the interest rate swap agreements discussed in note 7. As a result of changes in the fair value of these derivative financial instruments, Easter Seals recognized a decrease in net assets of \$899,833 related to one of the swap agreements which has been designated and qualifies as a cash flow hedge, and expense of \$59,321 (recorded within management and general supporting services) related to a second swap agreement that was determined to be an ineffective cash flow hedge.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2008

2. Summary of Significant Accounting Policies (Continued)**Excess (deficiency) of Public Support and Revenue over Operating Expense**

Easter Seals has deemed all activities as ongoing, major or central to the provision of services and, accordingly, they are reported as revenue and expenses that comprise the excess (deficiency) of public support and revenue over operating expenses, except for the adjustment to fair value of certain interest rate swaps deemed to be effective hedges and the loss on sale of property which are excluded from excess (deficiency) of public support and revenue over operating expenses.

Advertising

Easter Seals' policy is to expense advertising costs as incurred. The total advertising expense in 2008, including recruitment advertising, was not material to the accompanying consolidated financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

New Accounting Pronouncements

In June 2006, the Financial Accounting Standards Board issued FASB Interpretation 48 (FIN 48), *Accounting for Uncertainty in Income Taxes – an Interpretation of FASB Statement No. 109*. This interpretation prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The interpretation also provides guidance on derecognition, classification and other matters. Easter Seals adopted FIN 48 effective September 1, 2007. The impact of the adoption of FIN 48 had no material effect on Easter Seals' financial position or results of operations.

In September 2006, the FASB issued SFAS No. 157, *Fair Value Measurements*, which defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles and expands disclosures about fair value measurements. This statement does not require any new fair value measurements, but provides guidance on how to measure fair value by providing a fair value hierarchy used to classify the source of the information. Except as noted in the following sentence, adoption will be required during fiscal 2009. In February 2008, the FASB released FASB Staff Position (FSP FAS 157-2, *Effective Date of FASB Statement No. 157*) which delayed the effective date of SFAS No. 157 until the year ending August 31, 2010 for all nonfinancial assets and nonfinancial liabilities, except those that are recognized or disclosed at fair value in the financial statements on a recurring basis (at least annually). Easter Seals is currently assessing the potential impact that adoption of this statement will have on its financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2008

2. Summary of Significant Accounting Policies (Continued)

In February 2007, the FASB issued SFAS No. 159, The Fair Value Option for Financial Assets and Financial Liabilities. SFAS No. 159 gives Easter Seals the irrevocable option to carry many financial assets and liabilities at fair values, with changes in fair value recognized in earnings. SFAS No. 159 is effective for Easter Seals for the year ending August 31, 2009. Easter Seals is currently assessing the potential impact that electing fair value measurement would have on its financial statements and has not determined what elections, if any, will be made.

In August 2008, the Financial Accounting Standards Board (FASB) issued FASB Staff Position (FSP) FAS 117-1, *Endowments of Not-for-Profit Organizations: Net Asset Classification of Funds Subject to an Enacted Version of the Uniform Prudent Management of Institutional Funds Act, and Enhanced Disclosures for All Endowment Funds*. The guidance is intended to improve the quality and consistency of financial reporting of endowments held by not-for-profit organizations. This FSP provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of *Uniform Prudent Management of Institutional Funds Act of 2006* (UPMIFA). This FSP also requires additional disclosures about endowments (both donor-restricted funds and board-designated funds) for all organizations, including those that are not yet subject to an enacted version of UPMIFA. The provisions of this FSP are effective for the later of fiscal years ending after December 15, 2008 or adoption by the applicable State legislative bodies. Easter Seals is currently assessing the potential impact that adoption of this statement will have on its 2009 financial statements.

3. Leases

Easter Seals leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$2,070,000 for the year ended August 31, 2008. In 2008, Easter Seals NY recorded revenue of \$375,000 related to previously accrued rental payments that were considered forgiven. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals' option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2008 are as follows:

Year Ended August 31:

2009	\$1,397,726
2010	1,093,322
2011	807,977
2012	645,525
2013	527,400
Thereafter	412,288

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2008

3. Leases (Continued)

Easter Seals NY leases certain facilities for school operations from unrelated parties at lease terms that are either below fair market value, or that are almost entirely rent-free. Under accounting principles generally accepted in the United States of America, lease agreements must be evaluated based upon their economic substance rather than legal form, and a lease subsidy would be recorded as both contribution and rental expense. However, Easter Seals NY has determined that such amounts would not be material.

4. Fixed Assets

Fixed assets consist of the following at August 31, 2008:

Land	\$ 3,273,516
Buildings	21,403,860
Office equipment and furniture	8,278,239
Vehicles	2,650,988
Leasehold improvements	655,506
Construction in progress	<u>1,115,629</u>
	37,377,738
Less accumulated depreciation	<u>(15,774,547)</u>
	<u>\$ 21,603,191</u>

During 2008, Easter Seals NY received a donated building with a fair value of approximately \$475,000.

5. Investments

Investments, at fair value, are as follow at August 31, 2008:

Fixed income securities	\$2,423,091
Marketable equity securities	786,886
Mutual funds	4,826,644
Money market funds	<u>659,020</u>
	<u>\$8,695,641</u>

The principle components of investment income, gains and losses include:

Dividend and interest income	\$ 395,420
Net realized gains on investments	<u>88,550</u>
	483,970
Total investment income	
Net unrealized losses on investments	<u>(859,912)</u>
	<u>\$ (375,942)</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2008

5. Investments (Continued)

The following summarizes Easter Seals' gross unrealized losses and fair value, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position, at August 31, 2008.

	<u>Less than 12 Months</u>		<u>More than 12 Months</u>		<u>Total</u>	
	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>
Fixed income securities	\$ 295,022	\$ (4,300)	\$ 640,279	\$ (10,749)	\$ 935,301	\$ (15,049)
Marketable equity securities	294,507	(91,159)	96,258	(19,990)	390,765	(111,149)
Mutual Funds	<u>2,769,288</u>	<u>(374,177)</u>	<u>153,915</u>	<u>(22,675)</u>	<u>2,923,203</u>	<u>(396,852)</u>
	<u>\$ 3,358,817</u>	<u>\$ (469,636)</u>	<u>\$ 890,452</u>	<u>\$ (53,414)</u>	<u>\$ 4,249,269</u>	<u>\$ (523,050)</u>

6. Retirement Plan

Easter Seals maintains a Defined Contribution Retirement Plan, which covers substantially all employees. Eligible employees may contribute up to 20 percent of their annual salary. The employees' contributions may be matched by Easter Seals as determined in the annual budget. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$433,900 for the year ended August 31, 2008.

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately \$153,500 to this plan during the year ended August 31, 2008.

7. BorrowingsLong-Term Debt

Revenue Bonds, Series 2004A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority, variable rate at 67% of LIBOR (1.88% at August 31, 2008) through 2034, annual principal payments ranging from \$45,000 to \$1,060,000 with a final payment of \$1,060,000 due December 2034, secured by a pledge of all gross receipts of Easter Seals and a letter of credit with a bank (see below).

\$16,060,000

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2008

7. Borrowings (Continued)

Mortgage note payable to a bank with a fixed rate of 5.85%, principal of \$1,723 plus interest payable monthly, with a final payment of \$203,216 due December 2009, secured by a pledge of all unrestricted investments and certain real property located at 11 Burnham Street and 195 Stratton Road in Rutland, Vermont.	\$ 229,062
Mortgage note payable to a bank with a variable rate of prime plus 0.375% (5.375% at August 31, 2008), principal and interest of \$2,758 payable monthly, due March 2020, secured by certain real property located at 1025 Chili Center Coldwater Road in Chili, New York.	283,412
Note payable to a bank with a variable rate of prime plus 0.5% (5.50% at August 31, 2008), principal and interest of \$1,464 payable monthly, due September 2010, secured by various equipment.	33,190
Note payable to a bank with a fixed rate of 4.25%, principal and interest of \$823 payable monthly, due July 2013, secured by a vehicle.	43,108
Revenue Bonds, Series A, issued through the Massachusetts Development Finance Agency, monthly principal installments, which escalate annually at 5.63% ranging from \$4,473 to \$12,689 through October 2025, plus interest on the outstanding balance. Interest is payable monthly on the sixth day of the month at (i) forty-five basis points plus (ii) 0.69 times the sum of (A) the spread (225 basis points) plus (B) LIBOR (3.70% at August 31, 2008).	1,745,215
Revenue Bonds, Series B, issued through the Massachusetts Development Finance Agency, monthly principal and interest of \$5,727 beginning October 2005 through October 2012. Interest is payable monthly on the sixth day of the month at a fixed rate of 5.31%.	255,976
Note payable to City of Manchester, New Hampshire in the form of a \$15,000 interest-free loan. Annual payments of \$3,000 beginning October 2005 through October 2009.	6,000
Various vehicle notes payable to financial institutions in monthly installments totaling \$4,769, including interest at rates ranging from 6.75% to 7.25% through dates ranging from September 2008 through October 2009, secured by various vehicles.	46,555

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2008

7. Borrowings (Continued)

Mortgage payable to a bank with a variable rate of prime plus 0.5% (5.50% at August 31, 2008), principal and interest of \$1,465 payable monthly; due April 2015, secured by certain real property located at 1899 Foxworth Lane in Webster, New York. \$ 96,859

Mortgage payable to a bank with a fixed rate of 6.94%, principal and interest of \$1,032 payable monthly, with a final payment of \$72,177 due September 2009, secured by real property located at 10 Shalimar Drive in Brighton, New York. 79,019

Less current portion 18,878,396
291,489

\$18,586,907

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2009	\$ 291,489
2010	786,609
2011	506,051
2012	530,540
2013	500,881
Thereafter	<u>16,262,826</u>
	<u>\$ 18,878,396</u>

Easter Seals NH and Easter Seals NY have a revolving line of credit with a bank with available borrowings up to \$7,000,000 (\$504,000 related to the letters of credit referred to below, \$1,500,000 of which is designated to be used for special projects, and the remainder of which may be used for working capital needs). The interest rate charged on outstanding borrowings on the revolving line of credit is at LIBOR plus 2.25% (4.71% at August 31, 2008), and the line is secured by a pledge of certain cash, cash equivalents, and unrestricted investments. At August 31, 2008, Easter Seals NH and Easter Seals NY had no outstanding borrowings against the revolving line of credit.

Easter Seals NH has executed an agreement with a bank for a \$500,000 non-revolving equipment line of credit. The line of credit is to be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals. The interest rate charged on outstanding borrowings is at a fixed rate at the then prime rate minus 0.75% for a five-year term, or a fixed rate at the then prime rate for a seven-year term. Availability under this line of credit, which is reduced by the \$43,108 (as of August 31, 2008) note payable described above, is \$455,570 at August 31, 2008.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2008

7. Borrowings (Continued)

Easter Seals NY has also executed an agreement with a bank for a \$1,200,000 revolving mortgage line of credit and a \$200,000 revolving term loan. The \$1,200,000 line of credit may be utilized by Easter Seals NY for the purchase, equipping, construction, reconstruction or renovation for certain group homes in amounts as Easter Seals NY requires, as approved by the bank, from time to time on or before February 13, 2009. Availability under this line of credit as of August 31, 2008, which is reduced by the outstanding line of credit of \$153,456 (advance for purchase/renovation for a new group home), was \$1,046,544. Amounts outstanding under the line of credit were \$153,456 at August 31, 2008. The \$200,000 term loan is to be used for the purchase of furniture, equipment and vehicles relative to each group home being purchased in amounts approved by the bank. No amounts were outstanding under the non revolving term loan at August 31, 2008.

Easter Seals has four available letters of credit for \$16,258,000 (expiring and subject to renewal on December 1, 2013, and mainly to support future principal and interest repayments due under the 2004A and 2004B NHHEFA Revenue Bonds), \$375,000, \$75,000 and \$54,000.

In connection with the NHHEFA 2004A and 2004B Revenue Bonds, Easter Seals is required to make deposits of interest and principal of sufficient amounts to make the required interest payments and to retire the Bonds when due. The 2004A and 2004 B Revenue Bonds require that Easter Seals maintain certain reserve funds with a trustee for current required principal and interest payments. Such amounts, which were invested in money market funds, totaled \$34,661 for year ended August 31, 2008.

Also, in connection with the bonds, lines of credit and various other notes payable described above, Easter Seals is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2008, Easter Seals was in compliance with restrictive covenants specified under the bonds and other debt obligations except for maintaining a total liabilities to net worth ratio of 1.50:1 as is required by the \$500,000 non-revolving equipment line of credit. Easter Seals received an intent to waive this covenant violation from the bank.

Harbor Schools has secured a \$1,000,000 line of credit with a bank which expires on February 28, 2009. Borrowings on this line are limited to 80% of the current appraised value of certain real property, are payable on demand at the bank's base rate (6% at August 31, 2008) and are secured by a security interest in substantially all business assets of Harbor Schools, subject to security interests of certain bonds payable described above. Harbor Schools has no outstanding borrowings on this line at August 31, 2008.

Easter Seals has an interest rate swap agreement with a bank in connection with the Series 2004A Revenue Bonds. The swap agreement has an outstanding notional amount of \$16,060,000 at August 31, 2008, which reduces, in conjunction with bond principal reductions, until the agreement terminates in December 2034. Easter Seals remits interest at the fixed rate of 3.54% and receives interest at a variable rate (1.88% at August 31, 2008).

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2008

7. Borrowings (Continued)

Harbor Schools has an interest rate swap agreement with a bank in connection with the Series A Revenue Bonds with the Massachusetts Development Finance Authority. The swap agreement has an outstanding notional amount of \$1,745,215 at August 31, 2008, which reduces, in conjunction with bond principal reductions, until the agreement terminates in October 2025. This agreement effectively changes Harbor Schools' variable interest rate Series A bonds to a fixed interest rate. Under the terms of the swap, Harbor Schools pays a monthly fixed-rate of 5.53% and receives a monthly variable rate based on a similar formula to the interest being charged on the Series A bonds.

The fair value of these agreements totaled \$990,254 at August 31, 2008. During the year ended August 31, 2008 net payments required by the agreements totaled \$199,364.

8. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes:

Camping program	\$ 571,422
Other programs	<u>1,324,478</u>
	<u>\$1,895,900</u>

Permanently restricted net assets have been restricted by donors to be maintained by Easter Seals in perpetuity, the income from which is expendable to support:

Camping program	\$ 402,869
Operations of Easter Seals	<u>4,381,035</u>
	<u>\$4,783,904</u>

9. Donated Services

A number of volunteers have donated their time in connection with Easter Seals' program services and fundraising campaigns. However, no amounts have been reflected in the financial statements for such donated services, as no objective basis is available to measure the value.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2008

10. Related Party Transactions

A summary of accounts receivable from affiliates at August 31 is as follows:

Easter Seals National Inc.	<u>\$280,004</u>
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Easter Seals is a member of Easter Seals National. During fiscal 2008, membership fees to Easter Seals National were \$674,400 (reflected as support of National programs on the accompanying consolidated statements of activity and changes in net assets).

11. Mergers

In 2008, Easter Seals entered into affiliation agreements under which Easter Seals became the sole corporate member of Easter Seals Rhode Island, The Harbor Schools Incorporated, and Manchester Alcoholism Rehabilitation Center. These entities were not controlled by or affiliated with Easter Seals or its affiliates prior to this agreement. Accordingly, the assets, liabilities, net assets and operating results for these organizations as of and for the year ended August 31, 2008 are included in the accompanying consolidated financial statements, and the mergers were accounted for in a manner similar to the pooling-of-interest method. Beginning of year net assets for Easter Seals (as of September 1, 2007) have been restated to include the net assets of these organizations.

The impact of the restatement on certain significant accounts included in Easter Seals' consolidated statement of financial position as of September 1, 2007 is summarized below:

	Balances as Previously <u>Reported</u>	Increase (Decrease)	Balances as Restated
Consolidated statement of financial position:			
Cash and cash equivalents	\$ 2,698,252	\$ 530,149	\$ 3,228,401
Program and other accounts receivable	8,077,064	1,163,066	9,240,130
Fixed assets, net	17,309,175	3,989,559	21,298,734
Investments, at fair value	7,861,253	764,813	8,626,066
Long-term debt	17,409,023	2,406,321	19,815,344

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2008

12. Fair Value of Financial Instruments

Financial instruments consist of: cash and cash equivalents; program, accounts and contributions receivable; investments; beneficial interest in trust held by others; funds held by trustee; accounts payable; amounts payable to third party payors; and notes payable. The carrying value of each of these financial instruments at August 31, 2008 approximates fair value because of the short term nature of the financial instruments or because interest rates approximate current market rates.

The fair value of the interest swap agreements was a liability of \$990,254 at August 31, 2008. This was based on the estimated valuation of the agreements at those dates, which represents the estimated amounts Easter Seals would have to pay to terminate the agreements.

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2008

ASSETS

	<u>New Hampshire</u>	<u>Maine</u>	<u>New York</u>	<u>Harbor Schools, Inc.</u>	<u>Easter Seals Rhode Island</u>
Current assets:					
Cash and cash equivalents	\$ 998,644	\$ 300	\$ 921,725	\$ 311,560	\$ 500
Restricted cash	34,661	—	—	—	—
Accounts receivable from affiliates	1,584,583	—	280,004	31,497	—
Program and other accounts receivable, net	6,396,954	171,813	1,775,168	925,434	193,756
Contributions receivable, net	102,680	1,360	26,914	(58)	84,742
Prepaid expenses and other current assets	<u>451,912</u>	<u>13,989</u>	<u>188,461</u>	<u>21,595</u>	<u>7,328</u>
Total current assets	9,569,434	187,462	3,192,272	1,290,028	286,326
Fixed assets, net	16,497,335	35,283	1,711,870	3,357,485	1,218
Bond issuance costs, net	314,700	—	—	46,457	—
Investments, at fair value	8,659,555	—	—	36,086	—
Beneficial interest in trust held by others	<u>1,093,604</u>	<u>—</u>	<u>551,790</u>	<u>—</u>	<u>36,441</u>
	<u>\$36,134,628</u>	<u>\$ 222,745</u>	<u>\$5,455,932</u>	<u>\$4,730,056</u>	<u>\$ 323,985</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION (CONTINUED)

August 31, 2008

LIABILITIES AND NET ASSETS

	<u>New Hampshire</u>	<u>Maine</u>	<u>New York</u>	<u>Harbor Schools, Inc.</u>	<u>Easter Seals Rhode Island</u>
Current liabilities:					
Accounts payable	\$ 1,784,945	\$ 568	\$ 259,076	\$ 93,699	\$ 1,151
Accrued expenses	1,872,992	17,743	503,131	329,994	6,587
Amounts payable to third party payors	—	—	24,206	—	—
Accounts payable to affiliates	—	1,305,521	177,051	—	133,508
Deferred income	276,284	—	1,139,530	55,381	—
Construction line of credit	—	—	153,456	—	—
Current portion of long-term debt	<u>76,853</u>	<u>—</u>	<u>53,698</u>	<u>160,938</u>	<u>—</u>
Total current liabilities	4,011,074	1,323,832	2,310,148	640,012	141,246
Other liabilities	740,204	—	—	—	—
Interest rate swap agreements	922,903	—	—	67,351	—
Long-term debt, less current portion	<u>16,261,317</u>	<u>—</u>	<u>438,782</u>	<u>1,886,808</u>	<u>—</u>
Total liabilities	21,935,498	1,323,832	2,748,930	2,594,171	141,246
Net assets:					
Unrestricted	8,170,322	(1,101,127)	2,140,437	2,087,935	146,298
Temporarily restricted	1,856,961	40	14,775	24,124	—
Permanently restricted	<u>4,171,847</u>	<u>—</u>	<u>551,790</u>	<u>23,826</u>	<u>36,441</u>
Total net assets (deficit)	<u>14,199,130</u>	<u>(1,101,087)</u>	<u>2,707,002</u>	<u>2,135,885</u>	<u>182,739</u>
	<u>\$ 36,134,628</u>	<u>\$ 222,745</u>	<u>\$ 5,455,932</u>	<u>\$ 4,730,056</u>	<u>\$ 323,985</u>

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2007

ASSETS

	<u>New Hampshire</u>	<u>Maine</u>	<u>New York</u>	<u>Eliminations</u>	<u>Total</u>
Current assets:					
Cash and cash equivalents	\$ 1,971,138	\$ 200	\$ 726,914	\$ —	\$ 2,698,252
Restricted cash	199,752	—	—	—	199,752
Accounts receivable from affiliates	1,590,480	—	215,238	(1,590,480)	215,238
Program and other accounts receivable, net	5,734,920	208,763	2,133,381	—	8,077,064
Contributions receivable, net	35,210	2,062	67,923	—	105,195
Prepaid expenses and other current assets	<u>617,943</u>	<u>13,280</u>	<u>117,770</u>	<u>—</u>	<u>748,993</u>
Total current assets	10,149,443	224,305	3,261,226	(1,590,480)	12,044,494
Fixed assets, net	16,114,161	51,200	1,143,814	—	17,309,175
Bond issuance costs, net	326,689	—	—	—	326,689
Investments, at fair value	7,861,253	—	—	—	7,861,253
Beneficial interest in trust held by others	1,089,686	—	290,660	—	1,380,346
	<u>\$ 35,541,232</u>	<u>\$ 275,505</u>	<u>\$ 4,695,700</u>	<u>\$ (1,590,480)</u>	<u>\$ 38,921,957</u>

LIABILITIES AND NET ASSETS

	<u>New Hampshire</u>	<u>Maine</u>	<u>New York</u>	<u>Eliminations</u>	<u>Total</u>
Current liabilities:					
Accounts payable	\$ 846,838	\$ 139	\$ 633,754	\$ —	\$ 1,480,731
Accrued expenses	2,814,373	12,981	589,312	—	3,416,666
Amounts payable to third party payors	—	—	59,127	—	59,127
Accounts payable to affiliates	—	1,135,862	454,618	(1,590,480)	—
Deferred income	269,125	—	781,810	—	1,050,935
Current portion of long-term debt	<u>314,718</u>	<u>—</u>	<u>44,516</u>	<u>—</u>	<u>359,234</u>
Total current liabilities	4,245,054	1,148,982	2,563,137	(1,590,480)	6,366,693
Interest rate swap	23,071	—	—	—	23,071
Long-term debt, less current portion	<u>16,554,249</u>	<u>—</u>	<u>495,540</u>	<u>—</u>	<u>17,049,789</u>
Total liabilities	20,822,374	1,148,982	3,058,677	(1,590,480)	23,439,553
Net assets:					
Unrestricted	9,399,671	(874,003)	1,309,323	—	9,834,991
Temporarily restricted	1,839,031	526	37,040	—	1,876,597
Permanently restricted	<u>3,480,156</u>	<u>—</u>	<u>290,660</u>	<u>—</u>	<u>3,770,816</u>
Total net assets (deficit)	<u>14,718,858</u>	<u>(873,477)</u>	<u>1,637,023</u>	<u>—</u>	<u>15,482,404</u>
	<u>\$ 35,541,232</u>	<u>\$ 275,505</u>	<u>\$ 4,695,700</u>	<u>\$ (1,590,480)</u>	<u>\$ 38,921,957</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2008

	<u>New Hampshire</u>	<u>Maine</u>	<u>New York</u>	<u>Harbor Schools, Inc.</u>	<u>Easter Seals Rhode Island</u>
Public support and revenue:					
Public support:					
Contributions	\$ 774,845	\$ 55,352	\$ 1,198,556	\$ 13,029	\$ 30,854
Special events, net	355,581	42,044	632,001	—	293,166
Annual campaigns, net	498,872	9,418	—	—	23,599
Bequests	<u>12,258</u>	<u>—</u>	<u>107,070</u>	<u>—</u>	<u>88</u>
Total public support	1,641,556	106,814	1,937,627	13,029	347,707
Revenue:					
Fees and grants from governmental agencies, net	38,507,945	1,089,868	16,652,087	8,983,663	567,619
Other fees and grants	18,499,446	—	4,276,958	1,217,960	—
Intercompany revenue	1,284,024	—	—	—	—
Sales to public	3,297,829	—	—	—	—
Investment income	470,988	—	7,487	5,495	—
Increase in beneficial interest in trust held by others	—	—	363,462	—	36,441
Increase (decrease) in market value of beneficial interest in trust held by others	3,918	—	(102,332)	—	—
Rental income	296,190	—	129,638	82,139	—
Net unrealized losses on investments	(858,971)	—	—	(941)	—
Other	<u>211,858</u>	<u>3,793</u>	<u>422,777</u>	<u>46,537</u>	<u>13,745</u>
Total revenue	<u>61,713,227</u>	<u>1,093,661</u>	<u>21,750,077</u>	<u>10,334,853</u>	<u>617,805</u>
Total public support and revenue	63,354,783	1,200,475	23,687,704	10,347,882	965,512
Expenses:					
Program services:					
Public health education	139,697	4,265	227,848	—	500
Professional education	46,359	—	—	—	—
Direct services	<u>56,352,356</u>	<u>1,282,017</u>	<u>20,194,632</u>	<u>9,114,173</u>	<u>558,469</u>
Total program services	56,538,412	1,286,282	20,422,480	9,114,173	558,969
Supporting services:					
Management and general	6,916,702	1,351	1,149,755	1,179,210	96,463
Fundraising	<u>586,660</u>	<u>101,663</u>	<u>506,439</u>	<u>—</u>	<u>96,424</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTI

Year Ended August 31, 2008

	<u>New Hampshire</u>	<u>Maine</u>	<u>New York</u>	<u>Harbor Schools, Inc.</u>	<u>Easter Seals Rhode Island</u>
Total supporting services	<u>\$ 7,503,362</u>	<u>\$ 103,014</u>	<u>\$ 1,656,194</u>	<u>\$ 1,179,210</u>	<u>\$ 192,887</u>
Total functional expenses	<u>64,041,774</u>	<u>1,389,296</u>	<u>22,078,674</u>	<u>10,293,383</u>	<u>751,856</u>
Support of National programs	<u>65,643</u>	<u>38,789</u>	<u>539,051</u>	<u>—</u>	<u>30,917</u>
Total operating expenses	<u>64,107,417</u>	<u>1,428,085</u>	<u>22,617,725</u>	<u>10,293,383</u>	<u>782,773</u>
Change in net assets before interest rate swap activity	<u>(752,634)</u>	<u>(227,610)</u>	<u>1,069,979</u>	<u>54,499</u>	<u>182,739</u>
Loss on sale of property	<u>(10,067)</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Adjustment of interest rate swaps to fair value	<u>(899,833)</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Total increase (decrease) in net assets	<u>(1,662,534)</u>	<u>(227,610)</u>	<u>1,069,979</u>	<u>54,499</u>	<u>182,739</u>
Net assets (deficit) at beginning of year, as restated	<u>15,861,664</u>	<u>(873,477)</u>	<u>1,637,023</u>	<u>2,081,386</u>	<u>—</u>
Net assets (deficit) at end of year	<u>\$14,199,130</u>	<u>\$ (1,101,087)</u>	<u>\$ 2,707,002</u>	<u>\$ 2,135,885</u>	<u>\$ 182,739</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2007

	<u>New Hampshire</u>	<u>Maine</u>	<u>New York</u>	<u>Eliminations</u>	<u>Total</u>
Public support and revenue:					
Public support:					
Contributions	\$ 681,743	\$ 115,762	\$ 900,992	\$ -	\$ 1,698,497
Special events, net	341,790	9,507	442,930	-	794,227
Annual campaigns, net	493,648	44,134	-	-	537,782
Bequests	<u>51,998</u>	<u>-</u>	<u>94,225</u>	<u>-</u>	<u>146,223</u>
Total public support	1,569,179	169,403	1,438,147	-	3,176,729
Revenue:					
Fees and grants from governmental agencies, net	32,873,943	941,741	16,199,833	(5,338,504)	44,677,013
Other fees and grants	13,751,018	-	3,618,401	-	17,369,419
Intercompany revenue	656,057	-	-	(656,057)	-
Sales to public	3,304,887	-	-	-	3,304,887
Investment income	843,462	-	9,876	-	853,338
Increase in beneficial interest in trust held by others	99,043	-	21,878	-	120,921
Rental income	<u>234,531</u>	<u>-</u>	<u>130,008</u>	<u>-</u>	<u>364,539</u>
Net unrealized losses on investments	(26,759)	-	-	-	(26,759)
Other	<u>247,041</u>	<u>-</u>	<u>50,000</u>	<u>-</u>	<u>297,041</u>
Total revenue	<u>51,983,223</u>	<u>941,741</u>	<u>20,029,996</u>	<u>(5,994,561)</u>	<u>66,960,399</u>
Total public support and revenue	53,552,402	1,111,144	21,468,143	(5,994,561)	70,137,128
Expenses:					
Program services:					
Public health education	141,775	12,647	211,053	-	365,475
Professional education	40,838	-	-	-	40,838
Direct services	<u>45,819,682</u>	<u>1,131,266</u>	<u>18,551,118</u>	<u>(5,338,504)</u>	<u>60,163,562</u>
Total program services	46,002,295	1,143,913	18,762,171	(5,338,504)	60,569,875
Supporting services:					
Management and general	5,895,443	12,490	1,111,092	(656,057)	6,362,968
Fundraising	<u>504,052</u>	<u>53,614</u>	<u>391,022</u>	<u>-</u>	<u>948,688</u>
Total supporting services	<u>6,399,495</u>	<u>66,104</u>	<u>1,502,114</u>	<u>(656,057)</u>	<u>7,311,656</u>
Total functional expenses	52,401,790	1,210,017	20,264,285	(5,994,561)	67,881,531
Support of National programs	<u>68,011</u>	<u>37,143</u>	<u>528,166</u>	<u>-</u>	<u>633,320</u>
Total operating expenses	<u>52,469,801</u>	<u>1,247,160</u>	<u>20,792,451</u>	<u>(5,994,561)</u>	<u>68,514,851</u>
Change in net assets before interest rate swap activity	1,082,601	(136,016)	675,692	-	1,622,277
Adjustment of interest rate swap to fair value	<u>34,530</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>34,530</u>
Total increase (decrease) in net assets	1,117,131	(136,016)	675,692	-	1,656,807
Net assets (deficit) at beginning of year	<u>13,601,727</u>	<u>(737,461)</u>	<u>961,331</u>	<u>-</u>	<u>13,825,597</u>
Net assets (deficit) at end of year	<u>\$ 14,718,858</u>	<u>\$ (873,477)</u>	<u>\$ 1,637,023</u>	<u>\$ -</u>	<u>\$ 15,482,404</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2008

	<u>New Hampshire</u>	<u>Maine</u>	<u>New York</u>	<u>Harbor Schools, Inc.</u>	<u>Easter Seals Rhode Island</u>
Salaries and related expenses	\$42,675,499	\$1,139,509	\$12,236,330	\$6,901,389	\$444,609
Professional fees	7,931,270	20,639	7,307,818	1,517,896	175,456
Supplies	2,113,781	18,644	612,262	340,334	17,036
Telephone	594,988	7,599	106,405	106,396	6,234
Postage and shipping	104,347	1,516	27,790	7,996	758
Occupancy	1,782,584	155,418	1,122,994	423,896	43,699
Outside printing, artwork and media	88,437	5,463	20,169	2,131	5,768
Travel	2,016,529	15,404	167,976	260,580	36,105
Conventions and meetings	369,035	3,631	108,939	12,435	1,461
Specific assistance to individuals	839,245	120	32,653	127,794	—
Dues and subscriptions	17,254	275	3,151	1,276	—
Minor equipment purchases and equipment rental	296,878	3,615	54,793	53,250	14,971
Ads, fees and miscellaneous	206,616	1,546	70,778	48,578	5,287
Interest	798,357	—	41,083	179,535	—
Bad debt provision	2,736,085	—	20,833	—	3
Depreciation and amortization	<u>1,470,869</u>	<u>15,917</u>	<u>144,700</u>	<u>309,897</u>	<u>469</u>
	<u>\$64,041,774</u>	<u>\$1,389,296</u>	<u>\$22,078,674</u>	<u>\$10,293,383</u>	<u>\$751,856</u>

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2007

	<u>New Hampshire</u>	<u>Maine</u>	<u>New York</u>	<u>Eliminations</u>	<u>Total</u>
Salaries and related expenses	\$ 36,720,556	\$ 943,726	\$ 10,616,659	\$ —	\$ 48,280,941
Professional fees	6,057,466	29,161	6,804,313	(5,994,561)	6,896,379
Supplies	1,703,335	28,817	988,909	—	2,721,061
Telephone	572,204	8,731	101,976	—	682,911
Postage and shipping	83,745	2,975	33,311	—	120,031
Occupancy	1,485,935	135,193	949,663	—	2,570,791
Outside printing, artwork and media	85,287	7,855	19,687	—	112,829
Travel	1,880,172	14,485	149,691	—	2,044,348
Conventions and meetings	354,049	11,734	110,406	—	476,189
Specific assistance to individuals	577,564	—	32,140	—	609,704
Dues and subscriptions	17,133	774	3,520	—	21,427
Minor equipment purchases and equipment rental	350,734	5,415	78,884	—	435,033
Ads, fees and miscellaneous	140,132	2,575	110,989	—	253,696
Interest	832,472	—	75,689	—	908,161
Bad debt provision	170,000	10,000	78,666	—	258,666
Depreciation and amortization	<u>1,371,006</u>	<u>8,576</u>	<u>109,782</u>	<u>—</u>	<u>1,489,364</u>
	<u>\$ 52,401,790</u>	<u>\$ 1,210,017</u>	<u>\$ 20,264,285</u>	<u>\$ (5,994,561)</u>	<u>\$ 67,881,531</u>

The Audit Committee of the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

In planning and performing our audit of the consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (collectively referred to herein as "Easter Seals") as of and for the year ended August 31, 2008, in accordance with auditing standards generally accepted in the United States of America, we considered Easter Seals' internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Easter Seals' internal control. Accordingly, we do not express an opinion on the effectiveness of the Easter Seals' internal control.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A deficiency in design exists when a control necessary to meet the control objective is missing, or when an existing control is not properly designed so that even if the control operates as designed, the control objective is not always met. A deficiency in operation exists when a properly designed control does not operate as designed or when the person performing the control does not possess the necessary authority or qualifications to perform the control effectively.

A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected.

Our consideration of internal control was for the limited purpose described in the first paragraph, and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control that we consider to be material weaknesses, as defined above. However, we consider the following control deficiencies to be significant deficiencies:

Accounts Payable Procedures and Controls

Several deficiencies in internal control were identified over the accounts payable and cash disbursements functions at Easter Seals that are defined as significant deficiencies, and include the following:

- A segregation of duties issue exists, in that the Purchasing and Accounts Payable Director has access to add or modify vendors, generate purchase orders, place orders and also write checks.
- There is no formal review of vendor master file changes by supervisory personnel.
- Purchase orders are not consistently prepared for purchases of goods and services.
- There is no formal review of written checks, other than checks requiring dual signatures over a certain dollar threshold.
- ACH transactions can be initiated and processed by the same individual, and there is no formal review or approval of these ACH transactions prior to execution.

We recommend that: (a) the system generate an edit report for all changes to vendor information, and that this edit report be reviewed by a staff member independent of the accounts payable and cash disbursements function; (b) purchase orders be completed and approved for all purchases; (c) a formal process be implemented for the formal review of all checks (by an independent supervisor) prior to mailing; (d) all ACH transactions require appropriate supervisory review and approval (a procedure that can be used to accomplish this is a "call back" by the responsible bank to an independent supervisor before the wire can be processed by the bank).

Management Response

To address the segregation of duties issue, The Purchasing and Accounts Payable Director no longer have access to add or modify vendors, perform ACH payments or cut checks. The Purchasing and Accounts Payable Director now reviews new vendors and or changes to the vendor file listings on a monthly basis. To verify review, the Purchasing and Accounts Payable Director will utilize an on-line log detailing dates of review.

Regarding the purchase order issue, the Purchasing and Accounts Payable Director is working with program managers on an individual basis to make sure their needs are met and that appropriate procedures are followed. We will continue to address this issue in this manner. Recurring items such as utilities, will continue not to need purchase order numbers. Our procedure/policy does not require purchase requisitions for all purchases. The process is streamlined for efficiency to obtain coding and approval in lieu of purchase requisitions for certain expenses.

To address the documentation issue, the Purchasing and Accounts Payable Director will be signing off on the cash form that contains the check register and ACH disbursement paperwork that comes directly from the bank.

Accounts Receivable Procedures and Controls

There is a deficiency in internal control over the accounts receivable function at Easter Seals that is defined as a significant deficiency and includes the following:

- One instance was noted in which a patient was billed; however, the encounter form was not retained. As a result, Easter Seals concluded that the patient had not been seen by a doctor, and thus wrote off the receivable. Upon investigation, additional documentation was found to support that the patient had been seen by a doctor, and therefore that a receivable should have been recorded.

We recommend that procedures be implemented to ensure that the documentation is accurate and complete, and also properly recorded within the billing system. This will assist in the completeness and proper valuation and recording of patient records.

Management Response

Management has enforced a policy that all supporting documents for revenues including encounter forms, be maintained at all sites for a period of time that is necessary for audits as well as state or federal requirements.

Payroll and Human Resources Procedures and Controls

Two deficiencies in internal control were identified over the payroll and human resources functions at Easter Seals that are defined as significant deficiencies, and include the following:

- There is no formal policy requiring supervisory review and approval of all changes made to the payroll master file. Although it is Easter Seals' policy to require completion of an *Employee Action Form* when changes are made to personnel payroll information, there is currently no formal procedure in place to review all changes made to the payroll master file.
- Several terminated employees were identified that still had access rights to the PeopleSoft system.

We recommend that an employee change report or similar report detailing changes made to payroll records be generated and reviewed for propriety and accuracy by an appropriate supervisory individual. Further, procedures should be implemented to ensure that Easter Seals' IT department is notified immediately upon an employee departure or termination, in order that access rights to IT systems can be appropriately restricted.

Management Response

The policy in place for changes made to an employee's job record requires input from two separate departments. The Human Resource department receives an approved and signed EAF which would be inputted and verified by two separate people. The payroll department then inputs only changes that have to do with time and labor independent from the rate or data change that was already inputted in the HR department. This is also entered and verified by two separate people. Currently new hire information which includes the employee's rate of pay, date of hire and status (exempt or non-exempt) is e-mailed to the supervisor who confirms that the information that was entered from the EAF is accurate. Other changes such as address information, direct deposit, tax withholding and other non-pay related things are available for the employee to change themselves through the self service option, so there could be hundreds of changes made on a weekly basis. Management agrees that changes made to high risk areas such as new hire, salary changes, terminations and change in hours should be reviewed and approved by the appropriate person. Supervisors are required to review labor distribution reports for each pay period which would include changes to the above mentioned data. Management will look at the feasibility of doing an e-mail such as the new hire correspondence to the appropriate supervisor for other high risk areas such as rate change and terminations. Additionally the use of the EAF and the review of the labor distribution reports provide compensating controls.

When employees are terminated it is the responsibility of the supervisor to notify the HR department. The HR department then notifies the IT department and they cancel the network capabilities of the terminated employee. The employee may have rights to the Peoplesoft system but will have no access to this once terminated off of the network. Management will educate supervisors on the importance of the timeliness of notification of terminations.

General Ledger Account Reconciliations

There is a deficiency in internal control over the general ledger account reconciliation function at Easter Seals that is defined as a significant deficiency. Specifically, several reconciliations did not include evidence of supervisory review on the reconciliation.

We recommend that all reconciliations be reviewed by an appropriate supervisor, and that evidence of supervisory review be indicated on the reconciliation.

Management Response

During the year being audited there were some changes in the structure of the department, specifically regarding supervisory responsibilities and roles. The transitioning of these changes resulted in a delay in the review of account receivable reconciliations, although it should be noted that the journal entries which comprise the information contained in the reconciliations were reviewed and compared to the source document from where the information was coming from. Also the year-end reconciliations were properly reviewed. In the cash area the accounting manager reviewed and signed off on all original reconciliations but requested that the cash accountant make some changes to the cover sheet on some of the monthly reconciliations but did not go back and sign off on the reprinted forms.

Federal Awards Compliance

As part of the audit of Easter Seals' compliance with federal regulations and the provisions of OMB Circular A-133, the following findings were identified:

Approximately 95% of the Grant Matching for the SCSEP program comes from the Host-Agency In-Kind contributions. These contributions consist of supervisor time at the host agency which is spent working with the participant, and which is tracked on a spreadsheet. One instance was identified out of twenty-four items tested in which a timesheet could not be provided to support posted amounts. Additionally, three instances were identified out of twelve items tested where the incorrect supervisor rate was used, thus resulting in the wrong value calculated for in-kind matching. Finally, for five of twenty-four timesheets selected, the total supervised hours on the timesheet were inaccurately reported.

Three instances were identified out of fourteen items tested where invoices relating to program expenditures were not referenced or were incorrectly referenced to the appropriate program and/or account. Additionally, one instance was identified out of fourteen items tested where an invoice could not be provided to support a disbursement.

Four instances were identified out of twenty-eight program expenditures tested where supporting documentation could not be provided or was incomplete. Additionally, two instances were identified out of twenty-eight program expenditures tested where data was entered into the system inaccurately.

Management Response

Regarding Grant Matching controls, these are the steps we are taking to ensure that we have accurate data and file compliance going forward:

1. We will install a fax/scanner dedicated to timesheets in the payroll area.
2. After timesheets are received they will be scanned into the "I" drive so that there will always be a backup of the timesheet.
3. Data regarding receipt and hours will be entered in checklist.
4. Three participants will be recruited and trained to assist with checking signature/salary of host agency supervisor accuracy; entering hours into payroll, in-kind, and other hours spreadsheets.
5. Anna will monitor and approve all data entry using the original checklist prior to submission of spreadsheets.
6. On a bi-weekly basis (after each payroll is completed) one of the admin staff (on a rotating basis) will conduct an "audit" of the payroll; timesheets; in-kind and other hour's spreadsheets or data entry.

Three expenditures having incomplete or missing documentation including an invoice were from the Farnum Center programs and occurred prior to acquisition by Easter Seals. Now subject to Easter Seals procedures, invoices are coded prior to payment with the invoice and all payment documentation scanned for permanent storage.

Four instances of incomplete or missing documentation and two instances of possible data entry errors were at Harbor Schools. The questioned items were all program admission dates prior to Easter Seals acquisition and could not be confirmed or denied as the files could not be located partly due to turnover of staff at Harbor Schools. Filing and record storage policies have been implemented at Harbor Schools to prevent recurrence of these findings.

* * * * *

Easter Seals' written response to the significant deficiencies identified in our audit has not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

This communication is intended solely for the information and use of the Audit Committee of the Board of Directors, management and others within Easter Seals, and is not intended to be and should not be used by anyone other than these specified parties.

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December 29, 2008

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September 22, 2009

Easter Seals NH, INC. Top five paid executives:

Larry Gammon-CEO-\$325,000

Elin Treanor-CFO-\$210,000

Noel Sullivan-Senior VP-\$200,000

Karen Van Der Beken-Senior VP-\$179,358

Tina Sharby-Senior VP-\$125,736

MARCY K. ROTHENBERG
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Londonderry, New Hampshire 03053
H (603) 432-6221 M (603) 812-5902
marcyrothenberg@yahoo.com

PROFILE: A Manager/Administrator with 20 years of experience. A goal oriented leader who excels and enjoys working in challenging environments that require adaptability. A strong record of managing people, projects and budgets. Looking for a position that is devoted to all children and their individual learning styles.

PROFESSIONAL EXPERIENCE

Program Manager - Easter Seals Child Care Resource and Referral, Concord Office (6/09 - present)

- Promote quality child care in the community
- Provide education to parents sharing quality indicators of child care
- Provide child care referrals to parents
- Support child care providers with professional workshops
- Support child care providers with on-site technical assistance
- Partner with State agencies to support all New Hampshire families

Director - Bright Horizons Family Solutions, Tufts Medical Center (1/2007 to 6/2008)

- Served as recruitment scout for 8 regional child care centers
- Increased and maintained enrollment and budget by 40%
- Developed and implemented staff training and development plans
- Facilitated positive partnerships with hospital liaison and personnel

Store Manager - Toys R Us Salem, New Hampshire (6/2005 - 1/2006)

- Responsible for recruiting, supervising and training associates.
- Achieved sales goals through effective merchandising.
- Achieved higher customer satisfaction ratings.

District Manager - Knowledge Learning Corporation (2/2003-11/2004)

- Responsible for supervision and success of 13 childcare centers
- Developed and implemented staff recruitment and training plans
- Researched and organized marketing strategies to increase enrollment
- Facilitated positive partnerships with licensing specialists

**Child Care Resource and Referral Counselor- United Way of Connecticut
(11/2001 - 2/2003)**

- Responsible for handling client cases relating to child care.
- Assess needs and act as a support system to parents and child care professionals to offer counseling and consumer education

Regional Field Director- Children's World Learning Centers (1999-2001)

- Responsible for management of twenty-one early learning centers
- Coordinated training for new Directors and Staff
- Operated forty-two Georgia Lottery funded Pre-Kindergarten programs

Early Childhood Consultant- Atlanta Metro Area (1997-2001)

- Worked as an independent contractor to for-profit and non-profit early learning centers.
- Created financial management systems
- Trained teachers in curriculum and classroom management

Director - Prodigy, of Knowledge Learning Corporation (1996-1997)

- Manager of NAEYC accredited early learning center
- Increased enrollment, exceeded budgeted revenue

Executive Director - Trinity Northwest Early Learning Center (1993-1996)

- First NAEYC accredited center in Georgia
- Increased and maintained enrollment, exceeded revenue plan
- Designed and implemented a training program for staff

Research Editor - Atlanta Journal and Constitution (1989-1993)

- Investigative field research for stories impacting the community
- Conducted interviews, developed background
- Second-level proofreader and copy editor for publication

EDUCATION

University of Denver, Denver, Colorado (1987)

- Bachelor of Arts, Sociology and Speech Communication

CERTIFICATIONS

Massachusetts ECE Director II

New Hampshire TMF 2 (waiver)

NCCA Child Care Administrator

MEMBERSHIPS

NAEYC since 1993

